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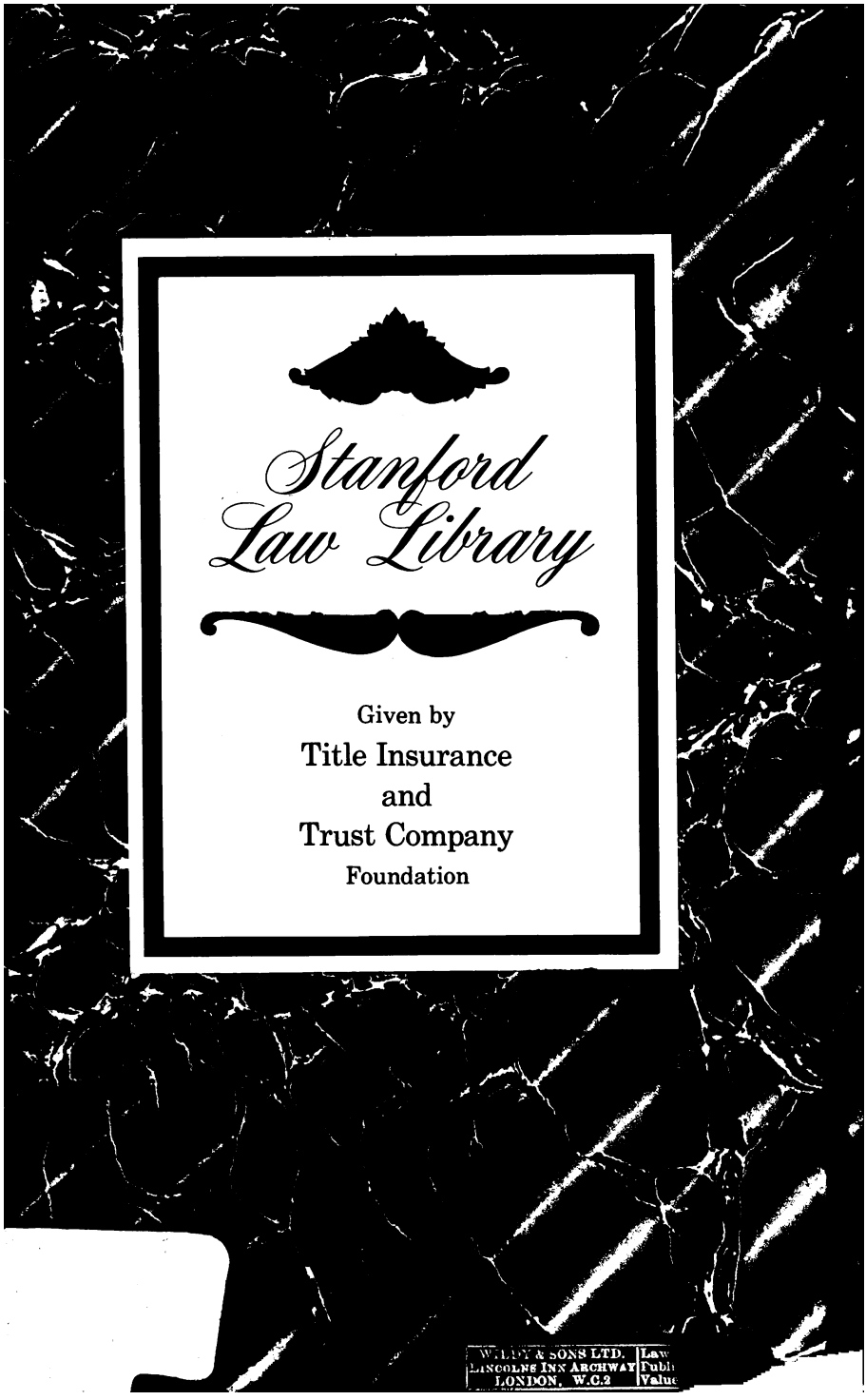

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THE
Compleat English Copyholder:

OR, A

Guide to Lords of Manors, Juſtices of the Peace, Tenants, Stewards, Attornies, Bailiffs, Conſtables, Gamekeepers, Haywards, Reeves, Surveyors of the Highways, *&c.* being the Common and Statute Law of *England*, together with the adjudged Caſes relating to Manors, Copyhold Eſtates, Courts-Leet and Courts-Baron, Common Placed;

CONTAINING

The whole Practice of the Court-Leet, Court of ancient Demeſne, Court-Baron, and Muſick-Court of the Honour of *Tutbury*, and the Buſineſs of a Manor in all its Branches.

AND ALSO

The Tenures, Cuſtoms, and Uſages of ſeveral Manors in *England* and *Wales*, ſhewing who has Right to attend the Coronation of the Kings and Queens of *Great Britain*, or to perform other Services to them, or the Lords of the ſeveral Manors, collected from Records, Manuſcripts, and printed Books;

WITH

Directions for diſtraining for Rent; by the late Sir *Bartholomew Shower.*

VOL. II.

By a GENTLEMAN of the *Inner Temple.*

In the SAVOY:
Printed by E. and R. NUTT, and R. GOSLING, (Aſſigns of *E. Sayer*, Eſq;) for Innys and Manby at the Weſt End of St. *Paul's Churchyard*; Batley and Wood at the *Dove* in *Pater-Noſter-Row*; Ward and Chandler, at the *Ship*, between the *Temple Gates*, in *Fleet-Street*, and ſold at their Shop in *Scarborough*. MDCCXXXV.

1735

Marriage.

A Form of a Settlement of a Copyhold Eſtate in Conſideration of a Marriage *lately had and ſolemnized, and of* 3000l. *Portion.*

'THis *Indenture Quadripartite* made, *&c.* be-
'tween *G. C.* the Elder, of, *&c.* and *G. C.*
'the younger, Son and Heir apparent of the ſaid
'*G. C.* the Elder, of the firſt Part, Sir *W. J.* of,
'*&c.* and *J. C.* ſecond Daughter of the ſaid Sir
'*W. J.* and now Wife of the ſaid *G. C.* the
'Younger, of the ſecond Part, *F. J.* of, *&c.* and
'*A. B.* of, *&c.* of the third Part, and Sir *J. P.*
'of, *&c.* and Sir *R. P.* of, *&c.* Bart. of the fourth
'Part; *Whereas* a Marriage was lately had and ſo-
'lemnized between the ſaid *G. C.* the Younger,
'and the ſaid *J.* his now Wife; In Conſideration
'thereof and of 3000 *l.* Portion paid by the ſaid
'Sir *W. J.* to the ſaid *G. C.* the Elder, before the
'Solemnization of the ſaid Marriage, he the ſaid
'*G. C.* the Elder did (amongſt other Things) co-
'venant, promiſe and agree to make a Surrender
'of all his Copyhold Meſſuages, Lands, Tenements
'and Hereditaments holden of the Manor of, *&c.*
'wherein he had any Eſtate either in Poſſeſſion,
'Reverſion or Remainder, either in Law or Equi-
'ty, into the Hands of the Lord of the ſaid Ma-
'nor, according to the Cuſtom of the ſaid Manor
'to and for ſuch Uſes, Intents and Purpoſes, and
'under ſuch Proviſoes, Limitations, Truſts and Ap-
'pointments, as ſhould be by one Writing indent-
'ed, to be made for that Purpoſe, and intended
'to bear even Date with the ſaid Surrender, limit-
'ted, declared and appointed: And whereas the
'ſaid *G. C.* the Elder, in Purſuance and Perform-
'ance of his ſaid Agreement, Covenant and Pro-

 'miſe,

'miſe, hath, at a Copyhold Court holden for the 'ſaid Manor of, &c. on this preſent Day of *April*, 'ſurrendered into the Hands of the Lord of the 'ſaid Manor, by the Acceptance of the Steward, 'according to the Cuſtom of the ſaid Manor, all 'his ſaid Copyhold Meſſuages, Lands, Tenements 'and Hereditaments in the ſaid Surrender particu-'larly mentioned and expreſſed, to the Uſes, Intents 'and Purpoſes, and under the Proviſoes, Truſts, 'Limitations, Directions, and Appointments here-'in after by theſe Preſents limited, declared and 'appointed, this preſent Indenture being made 'for that Purpoſe: *Now this Indenture witneſſeth*, 'That for and in Conſideration of the ſaid Mar-'riage and Portion, and for the Settling of Part of 'a competent Jointure or Livelihood on the ſaid 'J. C. and in further Purſuance and Performance 'of the ſaid Agreement, Covenant, and Promiſe, 'and in Conſideration of the natural Love and 'Affection which he the ſaid G. C. the Elder bear-'eth to the ſaid G. C. the Younger, and for a Pro-'viſion for the Children of the ſaid G. C. the 'Younger, on the Body of the ſaid J. begotten, 'or to be begotten, and to the Intent to limit, 'declare, and appoint the ſaid Uſes, Proviſoes, Li-'mitations, Truſts and Appointments, for and con-'cerning the ſaid Copyhold Meſſuages, Lands, Te-'nements and Hereditaments in the ſaid Surrender 'mentioned, and for divers other good Cauſes and 'Conſiderations him the ſaid G. C. the Elder there-'unto moving, he the ſaid G. C. the Elder, hath 'limited, declared and appointed, and by theſe Pre-'ſents, doth for himſelf and his Heirs, limit, declare 'and appoint, and it is in and by theſe Preſents, and 'by all and every the Parties hereunto, limited, de-'clared and appointed, that the ſaid Surrender of 'the ſaid Copyhold Meſſuages, Lands, Tenements 'and Hereditaments ſhall be and enure, and the

'ſaid

'ſaid Copyhold Meſſuages, Lands, Tenements and 'Hereditaments in the ſaid Surrender contained, 'and every Part and Parcel thereof, ſhall be and 'enure, and are hereby limited and declared to be 'and enure to and for the Uſes, Intents and Pur-'poſes, and under the Proviſoes, Limitations, 'Truſts and Appointments herein after mentioned 'and expreſſed, and to and for no other Uſe, In-'tent or Purpoſe whatſoever (that is to ſay) To 'the Uſe and Behoof of the ſaid *G. C.* the 'Younger, for and during the Term of his natural 'Life, and from and after the Deceaſe of the ſaid '*G. C.* the Younger, to the Uſe of the ſaid *J.* his 'now Wife, for and during the Term of her natural 'Life, in Part of her Jointure, and immediately 'after the Deceaſe of the longer Liver of them, the 'ſaid *G. C.* the Younger, and *J.* To the Uſe and 'Behoof of the ſaid Sir *W. J. F. J. A. B.* Sir *J. P.* 'and Sir *R P.* their, *&c.* for and during the 'Term of 200 Years, from thenceforth fully to be 'compleated and ended, upon ſuch ſeveral Truſts 'and Confidences nevertheleſs, and to ſuch In-'tents and Purpoſes as are herein after expreſſed 'and declared concerning the ſaid Term and E-'ſtate, and from and after the Expiration and Sur-'render, or other ſooner Determination of the ſaid 'Eſtate, to the Uſe and Behoof of the ſaid Sir '*W. J.* his, *&c.* upon the Truſt and Confidence, 'that they ſhall permit and ſuffer the firſt Son of 'the ſaid *G. C.* the Younger, on the Body of the 'ſaid *J.* begotten, or to be begotten, and the 'Heirs Males of the Body of ſuch firſt Son lawful-'ly iſſuing, to receive the Rents, Iſſues, and Pro-'fits thereof; and for Default of ſuch Iſſue, upon 'this further Truſt and Confidence, that they ſhall 'permit and ſuffer the ſecond Son of the ſaid *G. C.* 'the Younger, on the Body of the ſaid *J.* begot-'ten, or to be begotten, and the Heirs Males of

'the Body of ſuch ſecond Son lawfully Iſſuing, to 'receive the Rents, Iſſues and Profits thereof, and 'in Default of ſuch Iſſue, upon this further Truſt 'and Confidence, that they ſhall permit and ſuffer 'the 3d, 4th, 5th, 6th, 7th, 8th, 9th, 10th, and 'all and every other the Son and Sons of the ſaid 'G. C. the Younger, on the Body of the ſaid J. 'begotten, or to be begotten, ſeverally and ſuc-'ceſſively one after another, in Order and Courſe 'as they ſhall be in Seniority of Age and Priority 'of Birth, and the ſeveral Heirs Males of their 'ſeveral and reſpective Bodies lawfully iſſuing, to 'receive the Rents, Iſſues and Profits thereof; eve-'ry Elder of the ſaid Sons, and their Heirs Males 'of his Body being always preferred before the 'Younger, and the Heirs Males of their Bodies; 'and for Default of ſuch Iſſue, in Caſe the ſaid J. 'ſhall happen to be *enſeint* of a Child or Children 'by him the ſaid G. C. the Younger, at the Time 'of his Deceaſe; and ſhall be after delivered of 'ſuch Child or Children, and ſuch after-born Child 'or Children ſhall happen to be a Son or Sons, 'then upon this further Truſt and Confidence, 'that they ſhall permit and ſuffer all and every 'ſuch after-born Son and Sons ſeverally and ſucceſ-'ſively one after another, as they and every of 'them ſhall be in Seniority of Age and Priority of 'Birth, and the ſeveral and reſpective Heirs Males 'of the Body and Bodies of all and every ſuch af-'ter-born Son and Sons lawfully iſſuing, and the 'Elder of ſuch after-born Son and Sons lawfully 'iſſuing, and the Heirs Male of his Body iſſuing, 'being always to be preferred, and to take before 'the Younger of ſuch after-born Sons, (and the 'Heirs Male of his and their Bodies iſſuing) to re-'ceive the Rents, Iſſues and Profits thereof, to his 'and their own Uſe and Benefit; and for Default 'of ſuch Iſſue, upon this further Truſt and Con-

'fidence,

'fidence, that the ſaid Sir *W. J.* his Heirs and Aſ-
'ſigns, ſhall ſurrender the ſaid Premiſſes to the
'Uſe and Behoof of the ſaid *F. J. A. B.* Sir *J. P.*
'and Sir *R. P.* their, *&c.* for the Term of 300
'Years from thenceforth next enſuing, fully to be
'compleated and ended, upon ſuch Truſt and Con-
'fidence nevertheleſs, and to ſuch Intents and Pur-
'poſes, as are herein after expreſſed and declared
'concerning the ſame Term and Eſtate; and from
'and after the Expiration or other Determination
'of the ſame Eſtate and Term of Years, upon this
'further Truſt and Confidence, that the ſaid Sir
'*W. J.* his Heirs and Aſſigns, ſhall ſurrender the
'ſaid Premiſſes, and every Part thereof, to the
'Uſe and Behoof of the ſaid *G. C.* the Elder, his
'Heirs and Aſſigns for ever; and as for and con-
'cerning the ſaid Term of Two hundred Years li-
'mited to the ſaid *F. J. A. B.* Sir *J. P.* and Sir
'*R. P.* their, *&c.* it is hereby declared and agreed
'by and between all the ſaid Parties to theſe Pre-
'ſents, and the true Intent and Meaning of them,
'and every of them, and of theſe Preſents, is,
'that the ſaid Term and Eſtate of 200 Years here-
'in before limited to the ſaid *F. J. A. B.* Sir *J. P.*
'and Sir *R. P.* their, *&c.* as aforeſaid, together
'with one other Term of 200 Years limited to the
'ſaid Perſons, of other Lands and Tenements of the
'ſaid *G. C.* the Elder, by one Indenture bearing
'even Date with theſe Preſents, and made, or, *&c.*
'between the ſaid Parties to theſe Preſents, are
'and is upon this Special Truſt and Confidence,
'That the ſaid *F. J. A. B.* Sir *J. P.* and Sir *R. P.*
'and the Survivor and Survivors of them, and the
'Executors and Adminiſtrators of ſuch Survivor
'ſhall and will out of the Rents, Iſſues and Profits
'of the ſaid Copyhold Meſſuages, Lands, and
'Premiſſes ſo to them limited, or by Sale, Demiſe

'or Mortgage, of the ſaid Premiſſes, or any Part 'thereof, for all or any Part of the ſaid Term of '200 Years, or otherwiſe, as to them ſhall ſeem 'meet, levy and raiſe ſuch Sum and Sums of Mo-'ney not exceeding the Sum of 4000 *l.* in the 'Whole, for the younger Sons and Daughters of 'the ſaid *G. C.* the Younger, on the Body of the 'ſaid *J. C.* begotten, or to be begotten, and 'pay, or cauſe to be paid, the ſaid Sum and Sums 'of Money, to his ſaid Sons and Daughters, or any 'of them, at the Time and Times, and in ſuch Sort, 'Manner and Proportion, as the ſaid *G. C.* the 'Younger, by any Deed or Deeds, Writing or 'Writings, to be ſeal'd and ſubſcribed by him the 'ſaid *G. C.* the Younger, in the Preſence of two 'or more credible Witneſſes, or by his Laſt Will 'and Teſtament, in Writing, to be ſubſcribed by 'him in the Preſence likewiſe of Two or more 'credible Witneſſes, ſhall declare, limit and ap-'point; and upon this further Truſt and Confi-'dence, and to the Intent that after all the ſaid 'Sums of Money ſhall be raiſed and levied as a-'foreſaid, together with the Charges and Expen-'ces in and about the Raiſing and Levying there-'of, or that any Perſon or Perſons, who by Virtue 'of any Limitation herein contained, ſhall be of 'the ſaid Copyhold Meſſuages and Premiſſes, or 'any Part thereof, ſeiſed, or any in Truſt for 'them, of any Eſtate of Inheritance, or for Life, 'in Reverſion, or Remainder expectant upon the 'ſaid Term of 200 Years, ſhall pay the ſame, or 'ſo much thereof as ſhall be unlevied; that then, 'and at any Time after, as alſo in Caſe there be 'no ſuch younger Sons or Daughters at the Time 'of the Commencement of the ſaid Term of 200 'Years, nor that the ſaid *J.* ſhall be *enſeint* of any 'younger Son or Daughter begotten by the ſaid

G. C.

'G. C. the younger, which ſhall after be born 'alive, or that all ſuch younger Sons and Daugh-'ters of the ſaid G. C. the younger ſhall hap-'pen to die before they attain the Time to be ap-'pointed by the ſaid G. C. the younger for their 'receiving of their ſaid Portions of the ſaid Sums 'of Money, as aforeſaid; or for want of ſuch Ap-'pointment, they the ſaid F. J. A. B. Sir J. P. and 'Sir R. P. their, &c. ſhall and will at the reaſonable 'Requeſt, and at the proper Coſts and Charges of 'ſuch Perſon or Perſons to whom the immediate 'Eſtate of Inheritance or for Life of and in the 'ſaid Copyhold Meſſuages, Lands and Premiſſes 'expectant upon the Determination of the ſaid 'Term of 200 Years, ſhall by the true Intent 'and Meaning of theſe Preſents belong or apper-'tain, aſſign, ſurrender and yield up the ſaid 'Eſtate and Term of Years to ſuch Perſon or 'Perſons ſo requiring the ſame. And it is hereby 'declar'd and agreed, by and between all the ſaid 'Parties to theſe Preſents; and the true Intent and 'Meaning of them, and of every of them, and of 'theſe Preſents, is, That the ſaid Term and Eſtate 'for 300 Years herein before likewiſe limited unto 'the ſaid F. J. A. B. Sir J. P. and Sir R. P. 'their, &c. as aforeſaid, together with one other 'Term of 300 Years, limited to the ſame Per-'ſons, of other Lands and Tenements of the ſaid 'G. C. the elder, by one Indenture bearing even 'Date with theſe Preſents, and made or, &c. by 'and between all the ſaid Parties to theſe Preſents, 'are and is upon this Special Truſt and Confidence, 'and to the Intent and Purpoſe, that in Caſe the 'ſaid G. C. the younger ſhall have a Daughter 'or Daughters by the ſaid J. C. which ſhall be 'living at the Time of his Deceaſe, or born af-'ter, which Daughter or Daughters ſhall live to 'attain the Age of Eighteen Years, or to be mar-

'ried, that then they the ſaid *F. J. A. B.* 'Sir *J. P.* and Sir *R. P.* or the Survivor or Survivors 'of them, or the Executors or Adminiſtrators of 'ſuch Survivors, ſhall and will by, with and out 'of the Rents, Iſſues and Profits of the ſaid 'Copyhold Meſſuages, Lands and Premiſſes ſo to 'them limited, or by Sale, Demiſe or Mortgage 'thereof, or of any Part thereof, for all or any Part 'of the ſaid Term of 300 Years, or otherwiſe, 'as to them ſhall ſeem meet, levy and raiſe ſuch 'Sum and Sums of Money for the Portion or Por-'tions of ſuch Daughter or Daughters in ſuch 'Sort and Proportion, and to be paid in ſuch 'Manner and Form as is herein after mentioned; '(that is to ſay) in Caſe there ſhall be one ſuch 'Daughter and no more, then the Sum of 3000 *l.* 'ſhall be levied and raiſed for the Portion of 'ſuch only Daughter; and in Caſe there ſhall 'be two or more ſuch Daughters, then the Sum 'of 4000 *l.* ſhall be levied and raiſed for the 'Portions of the ſaid Daughters, to be equally 'divided between them; which ſaid Portion or 'Portions ſhall be paid unto ſuch Daughter or 'Daughters which ſhall not be born or ſhall be 'unmarried, and under the Age of Eighteen 'Years, at the Time of the Commencement of 'the ſaid Term of 300 Years reſpectively, at 'the Day or Days of her or their reſpective Mar-'riage or Marriages, (ſo as they marry with the 'Conſent of the ſaid Truſtees, or ſome or one of 'them, if under the Age of Fourteen Years) or 'at her or their reſpective Age or Ages of Eigh-'teen Years, whichſoever ſhall firſt happen; 'but if ſhe or they, or any of them ſhall be mar-'ried, or have attained to the ſaid Age of Eigh-'teen Years, before the Commencement of the 'ſaid Term of 300 Years, then the Portion of 'ſuch Daughter or Daughters which ſhall be mar-

'ried,

'ried, or ſhall have attain'd to the Age of Eighteen 'Years before the Commencement of the ſaid 'Term, ſhall be paid unto him or them reſpec-'tively within one Year after the Commence-'mence of the ſaid Term of 300 Years; and up-'on this further Truſt and Confidence, that the 'ſaid Truſtees and the Survivor and Survivors of 'them, and the Executors, Adminiſtrators and 'Aſſigns of ſuch Survivor ſhall raiſe in Man-'ner aforeſaid, and pay to the ſaid Daughter 'and Daughters, till her and their Portion and 'Portions ſhall be due and payable, ſuch yearly 'Sum and Sums of Money for their Education and 'Maintenance, and at ſuch Time and Times, 'and in ſuch Manner as they or any of them ſhall 'think fit, ſo as they pay to no one Daughter 'above the yearly Sum of 26*l.* and upon this 'further Truſt and Confidence, and to the In-'tent that after all the ſaid Portions ſhall be 'raiſed, together with the Charges in and about 'the levying and raiſing thereof, or that any 'Perſon or Perſons, who by Virtue of any Li-'mitation herein contain'd, ſhall be of the ſaid 'Copyhold Meſſuages, Lands and Premiſſes, or 'any Part thereof, ſeiſed, or any in Truſt for 'them, of any Eſtate of Inheritance, or for Life, 'in Reverſion or Remainder of the ſaid Term of '300 Years, ſhall pay the ſame, or ſo much there-'of as ſhall be unlevied; That then, and at 'any Time after, as alſo in Caſe there ſhall be 'no ſuch Daughter or Daughters at the Time 'of the Commencement of the ſaid Term or Eſtate 'of 300 Years, nor that the ſaid *J.* ſhall then be '*enſeint* of any Daughter begotten by the ſaid '*G. C.* the younger, which ſhall be after born 'alive, or that all ſuch Daughters ſhall hap-'pen to die before any of them attain the 'Age of Eighteen Years, or be married, they the

'ſaid

'ſaid *F. J. A. B.* Sir *J. P.* and Sir *R. P.* their, '*&c.* ſhall and will at the reaſonable Requeſt and 'proper Coſts and Charges of ſuch Perſon or Per-'ſons to whom the immediate Eſtate of Inheri-'tance, or for Life, or the Truſt of and in the 'ſaid Copyhold Meſſuages, Lands and Premiſſes 'expectant upon the Determination of the ſaid 'Term of 300 Years, ſhall by the true Intent and 'Meaning of theſe Preſents, belong or appertain, 'aſſign, ſurrender and yield up the ſaid Eſtate and 'Term of Years unto ſuch Perſon or Perſons ſo 'requiring the ſame. Provided always, and it is 'covenanted, declared and agreed, by and between 'all the ſaid Parties to theſe Preſents, and it is 'the true Intent and Meaning of them and every 'of them, and of theſe Preſents, and it is hereby 'declared, limited and appointed, that it ſhall and 'may be lawful, to and for the ſaid *G. C.* the 'younger; and the ſaid *G. C.* the younger ſhall 'have full Power and Authority by any Deed or 'Deeds, Writing or Writings to be by him ſeal-'ed and ſubſcribed in the Preſence of three or 'more credible Witneſſes, to declare, limit or 'appoint the Copyhold Meſſuages, Lands, Tene-'ments and Hereditaments therein after particu-'larly mention'd, (that is to ſay) the Manſion-'houſe at, *&c.* with their and every of their 'Appurtenances in *S.* aforeſaid, and every or 'any Part or Parcel thereof, to any Woman or 'Women that at any Time hereafter he the ſaid '*G. C.* the younger ſhall happen to marry, for 'the Term of the Life or Lives only of ſuch Wo-'man or Women, for her and their reſpective 'Jointure or Jointures, or Livelihood, and in 'Lieu of her Dower and Thirds at the Com-'mon Law; and it is hereby declar'd, limited 'and appointed, That the ſaid Surrender herein 'before recited as to the ſaid Meſſuages and other

'the

'the laſt mention'd Premiſſes, from and after ſuch 'Declaration, Limitation and Appointment of the 'ſaid *G. C.* the younger, ſhall be and enure to 'the Uſe of the ſaid Woman or Women from 'the Time as he ſhall happen to marry, for and 'during her or their Natural Life or Lives for 'their reſpective Jointure or Jointures, or Live-'lihood, as aforeſaid; any Thing herein to the 'contrary in any wiſe notwithſtanding. Provided 'always, and it is further covenanted, declared 'and agreed by and between all the ſaid Parties 'to theſe Preſents, and the true Intent and Mean-'ing of them, and of theſe Preſents, and of the 'ſaid Surrender, was and is, That if the ſaid '*G. C.* the younger, and *J.* his Wife, or the 'Survivor of them, by and with the Advice and 'Conſent of the ſaid Sir *W. J.* and *G. C.* the 'elder, during their Joint Lives; and if it ſhall 'happen that the ſaid Sir *W. J.* ſhall die firſt, 'then after the Deceaſe of the ſaid Sir *W. J.* 'by and with the Advice and Conſent of the 'ſaid *G. C.* the elder, with *F. J.* and *A. B.* or 'either of them; and if it ſhall happen that the 'ſaid *G. C.* the elder ſhall die before the ſaid 'Sir *W. J.* then after the Deceaſe of the ſaid '*G. C.* the elder, by and with the Advice and 'Conſent of the ſaid Sir *W. J.* with the ſaid Sir '*J. P.* and Sir *R. P.* or either of them, ſhall be 'minded to ſell and diſpoſe of the ſaid Premiſſes 'in *S.* aforeſaid, or any Part thereof; That then 'and in ſuch Caſe it ſhall and may be lawful to and 'for the ſaid *G. C.* the younger, and *J.* his 'Wife, and the Survivor of them, and the ſaid 'Sir *W. J.* to Surrender the ſaid Premiſſes, all or 'any Part thereof as ſhall be agreed to, as afore-'ſaid, into the Hands of the Lord of the ſaid 'Manor of, *&c.* to ſuch Perſon and Perſons, and 'for ſuch Eſtate and Eſtates, and to ſuch Uſes,

'Intents

'Intents and Purpoſes, as by the ſaid *G. C.* the 'younger, and *J.* his Wife, or the Survivor of 'them, by and with the Conſent aforeſaid, 'ſhall be limited and declared, and that ſuch 'Surrender or Surrenders of the ſaid Premiſſes, 'or any Part thereof by the ſaid *G. C.* the 'younger, and *J.* his Wife, or the Survivor of 'them, and the ſaid Sir *W. J.* and the Eſtate and 'Eſtates, Uſes, Intents and Purpoſes limited and 'declar'd thereupon, ſhall be good and effectual 'in Law to all Intents and Purpoſes, any Thing 'herein before to the contrary in any wiſe not-'withſtanding. And it is further provided, co-'venanted, declar'd and agreed, by and between 'all the ſaid Parties to theſe Preſents, and the 'true Intent and Meaning of them, and of theſe 'Preſents, was and is, that all the ſaid Monies, 'and every Part thereof, that ſhall be raiſed by 'ſuch Sale of the ſaid Premiſſes, or any Part 'thereof, ſhall be laid out to purchaſe other 'Lands, Tenements and Hereditaments in ſome 'other Place to be agreed on as aforeſaid; and 'that the ſaid other Lands, Tenements and Here-'ditaments ſo purchaſed, and every Part thereof, 'ſhall immediately upon the ſaid Purchaſe be 'convey'd and ſettled to and upon the ſame Uſes, 'Truſts, Intents and Purpoſes, and ſubject unto 'and under the ſaid Limitations, Proviſoes, Clauſes 'and Appointments, as the ſaid Copyholds, Te-'nements and Premiſſes are hereby limited, aſ-'ſured and conveyed, and to no other Uſes, 'Truſts, Intents and Purpoſes whatſoever. Pro-'vided always, and it is hereby further declar'd 'and agreed, and the Intent of all the ſaid Par-'ties, and of theſe Preſents is, That every of the 'ſaid Limitations and Eſtates of the Premiſſes 'ſhall take Effect and ſtand good, and be en-'joyed according as the ſaid reſpective Limitati-'ons and Eſtates of the Premiſſes, or of the

'Truſts

'Truſts thereof, ſhall in Priority of Time be 'made, limited, &c. one before the other, by 'Force of any Power or Proviſo aforeſaid, The 'Intent of all the Parties to theſe Preſents being, 'that none of the ſubſequent Limitations or 'Eſtates thereof ſhall determine, charge, change 'or make void the former; but every ſuch Li-'mitation and Eſtate to be in Force, take Effect 'and continue reſpectively and in order, as eve-'ry ſuch Limitation or Eſtate ſhall precede the 'others in Point of Time and Creation, without 'Reſpect at all to the Order of penning or placing 'the ſame Powers or Proviſoes aforeſaid, menti-'oned in this preſent Indenture; and the ſaid 'G. C. the elder for himſelf, his, &c. and for 'every of them, doth covenant, grant and agree, 'to and with the ſaid Sir W. F. J. and A B. &c. 'their, &c. by theſe Preſents, that the ſaid Meſ-'ſuages, Lands, Tenements and Hereditaments, 'and all and ſingular other the Premiſſes before by 'theſe Preſents mention'd to be ſurrender'd, con-'vey'd, ſettled and aſſur'd, and every Part and 'Parcel thereof, now are and be freely and clearly 'acquitted, exonerated and diſcharg'd, or other-'wiſe ſhall be well and ſufficiently ſaved, de-'fended, kept harmleſs, and indemnified, by 'him the ſaid G. C. the elder, his, &c. of and 'from all and all Manner of former and other Sur-'renders, Grants, Leaſes, Jointures, Dowers, In-'tails, Judgments, Statutes, Recogniſances, Ex-'tents, Executions, Rent-Charges, Rents-Seck, 'and of and from all other Eſtates, Rights, Titles, 'Troubles, Forfeitures, Charges and Incumbrances 'whatſoever in Law and Equity, heretofore had, 'made, committed, done, or wittingly or willingly 'omitted, ſuffer'd or aſſented unto, or hereafter to be 'had, made, committed, done, or wittingly or wil-'lingly omitted, ſuffer'd or aſſented unto by him the 'ſaid G. C. the elder, his Heirs or Aſſigns, or any of 'them,

'them, or any other Perſon or Perſons whatſoever, 'any lawful Eſtate, Right, Title or Intereſt in 'or unto the ſaid Premiſſes, or any Part or Parcel 'thereof, lawfully having or claiming by, from or 'under him, them, or any of them, (except one or 'more Surrenders to *N. B.* and *P. G.*) and the 'ſaid *G. C.* the elder, for himſelf, his, *&c.* doth 'hereby covenant to do and execute all and every 'other Act or Acts, Thing or Things, Surrender 'or Surrenders, Conveyance or Conveyances, Aſ-'ſurance or Aſſurances in the Law whatſoever, for 'the farther aſſuring the Premiſſes to the Intents and 'Purpoſes herein before-mention'd. *In Witneſs*, &c.

A Form of a Settlement, before Marriage, *of a Copyhold Eſtate, where by the Cuſtom of the Manor, there is a Dead Year, after the Death of every Tenant, grantable by the Tenant in his Life-time, and the Widow enjoys the Eſtate whilſt ſhe continues chaſte, if he do not ſurrender or alien it in his Life; with Proviſion, That the Goods of the Wife ſhall remain in her own Diſpoſal, and that her Husband's Name may be made Uſe of, to ſue for her Debts, but the Money to be ſecur'd by Truſtees to her Uſe.*

'THIS *Indenture tripartite* made, *&c.* be-'tween *M. F.* of *N.* in the County of *H.* 'Widow, late Wife and Relict of *E. F.* late of, '*&c.* Gent. deceaſed, on the firſt Part, and *T. S.* 'of, *&c.* Gent. on the ſecond Part, and *E. L.* of, '*&c.* Gent. *T. B.* of, *&c. J. B.* of, *&c.* Gent. 'and *J. P.* of, *&c.* Gent. on the third Part. 'Whereas the ſaid *M.* is now poſſeſſed in a perſo-'nal Eſtate of Money, Debts owing by Bond and

‘ Securities, and otherwiſe above the Value of
‘ 300 *l.* and of Goods, Chattels and Utenſils of
‘ Houſhold, according to the Inventory or Note
‘ of Particulars thereof hereunto annexed and ex-
‘ preſſed, and whereas the ſaid *T. S.* is now ſeiſed
‘ in Poſſeſſion of a Copyhold Eſtate of Lands and
‘ Tenements for Term of his Life, lying and be-
‘ ing in *S.* within the Manor of *W.* in the ſaid
‘ County, of the yearly Value of 40 *l.* or there-
‘ abouts, by Virtue of a Copy of Court-Roll, and
‘ Grant of the ſaid Copyhold Premiſſes, by *R. B.*
‘ then Serjeant at Law, at a Court of the ſaid Ma-
‘ nor of him the ſaid *R. B.* holden the eighth Day
‘ of *September*, in the Year 1733. as by the ſame
‘ Copy under the Hand and Seal of him the ſaid
‘ *R. B.* and ſubſcribed by *G. B.* his then Steward,
‘ appeareth, unto which Copyhold Premiſſes there
‘ is a Dead Year belonging, according to the Cu-
‘ ſtom of that Manor, after the Death of the Te-
‘ nant thereof dying ſeiſed in Poſſeſſion, diſpoſable
‘ by ſuch Tenant in his Life-time, or elſe to be
‘ enjoyed by his Executors or Adminiſtrators; and
‘ whereas alſo by the Cuſtom of the ſaid Manor,
‘ the Wife of ſuch Tenant (if ſhe ſurvive him) is
‘ to hold and enjoy the ſaid Copyhold Eſtate du-
‘ ring the Time of her Widowhood, keeping her
‘ ſelf chaſte; and whereas a Marriage is intended
‘ to be had and ſolemnized between the ſaid *T. S.*
‘ and the ſaid *M. F.* it is agreed between all the
‘ ſaid Parties to theſe Preſents, and the ſaid *T. S.*
‘ for himſelf, his Heirs, Executors and Adminiſtra-
‘ tors, doth hereby covenant, promiſe and grant to
‘ and with the ſaid *E. L. T. B. J. B.* and *J. P.* and
‘ to and with every of them, their and every of
‘ their Executors and Adminiſtrators, that he the
‘ ſaid *T. S.* ſhall not and will not ſurrender, yield
‘ up, or make void the ſaid Copyhold Eſtate,
‘ whereby ſhe the ſaid *M.* may be defeated of her
‘ Widow's Eſtate in the ſame Copyhold Premiſſes,

‘ after

'after the Death of him the ſaid *T. S.* if the ſaid 'Marriage take Effect, and in caſe ſhe ſhall him 'ſurvive; and alſo he the ſaid *T. S.* doth hereby 'grant unto the ſaid *E. L. T. B. J. B.* and *J. P.* 'and the Survivors of them, the Dead Year of the 'ſaid Copyhold Premiſſes, *to hold to* them and the 'Survivors of them immediately from and after the 'Death of the ſaid *T. S.* in Truſt for her the ſaid '*M.* in caſe the ſaid Marriage ſhall take Effect, and 'ſhe ſurvive him the ſaid *T. S.* And the ſaid *T. S.* 'doth alſo covenant, grant and agree to and with 'the ſaid *E. L. T. B. J. B.* and *J. P.* and to and 'with every of them, their, and every of their 'Executors and Adminiſtrators, that he the ſaid '*T. S.* his Executors, Adminiſtrators, and Aſſigns, 'ſhall not intermeddle with, claim, take, or diſ-'poſe of any other the aforeſaid Perſonal Eſtate, 'Money, Goods or Chattels of the ſaid *M.* ſaving 'only the Sum of 300 *l.* in Money, and no more; 'but that the ſaid *T. S.* ſhall be contented and 'ſatisfied with the aforeſaid Sum of 300 *l.* and no 'more, as a full Marriage-Portion to him with the 'ſaid *M.* if the ſaid Marriage ſhall take Effect, and 'that the ſaid *M.* ſhall have full Power by her Laſt 'Will, or otherwiſe, to diſpoſe of all or any the 'Reſt of her Eſtate to any other Perſon or Perſons, 'other than the ſaid *T. S.* without any Let or 'Contradiction of him the ſaid *T. S.* to hinder or 'let the ſame, and the ſaid *M. F.* by and with the 'Conſent of the ſaid *T. S.* as well in Conſideration 'of the Sum of, *&c.* to her paid by the ſaid *E. L.* 'T. B. J. B. and J. P. or one of them, as alſo 'to preſerve the Intereſt and Property of all and 'ſingular the Goods, Chattels and Implements of 'Houſhold, now of her the ſaid *M.* in the Sche-'dule, or Note of Particulars thereof hereto an-'nexed and ſpecified, ſo that he the ſaid *T. S.* 'may not have any Power or Diſpoſal of them, ſhe 'the ſaid *M.* hath given, granted, bargained and

'ſold, and doth hereby give, grant, bargain, ſell, and
'deliver unto the ſaid *E. L. T. B. J. B.* and *J. P.*
'their Executors, Adminiſtrators or Aſſigns, all and
'ſingular the ſaid Goods, Chattels and Implements
'of Houſhold, to have and to hold to them, their
'Executors, Adminiſtrators and Aſſigns for ever; and
'the ſaid *T. S.* for himſelf, his Heirs, Executors and Ad-
'miniſtrators, doth covenant, promiſe and grant to
'and with the ſaid *E. L. J. B. T. B.* and *J. P.* and
'to and with every of them, their Executors and
'Adminiſtrators, that whereas ſhe the ſaid *M.* hath
'divers Sums of Money owing to her upon Bonds
'and Specialties, and otherwiſe above the Sum of
'300 *l.* that for Recovery of the ſaid Debts (if
'need require) he the ſaid *T. S.* ſhall permit and
'ſuffer the Truſtees aforeſaid, or any Attorney or
'Attornies, by their Appointment, in the Name
'or Names of them the ſaid *T. S.* and *M.* in Caſe
'the ſame Marriage take Effect, to commence Suit
'againſt, ſue and proſecute, all and every the Per-
'ſon or Perſons, as Occaſion ſhall require, for all,
'every, or any of the ſaid Monies that are now
'owing to the ſaid *M.* and that he the ſaid *T. S.*
'ſhall juſtify all and every ſuch Actions and Suits,
'and ſhall not releaſe or diſcharge the ſame, or
'any Judgment or Judgments, or Execution there-
'upon to be had, without the Conſent of the ſaid
'Truſtees, but ſhall ſuffer the ſaid Truſtees
'to receive the ſame Monies and every Sum
'thereof and all other the Sum and Sums above
'the Sum of 300 *l.* and to preſerve or diſpoſe of
'the ſame, according to the Truſt in them repoſed
'by the ſaid *M.* and that the ſaid *M.* ſhall have
'full Power of the Diſpoſal thereof to any Perſon
'or Perſons, other than the ſaid *T. S.* without any
'Contradiction of him the ſaid *T. S.* or any Threats
'or uncivil Carriage, to deter her the ſaid *M.*

' therefrom; and it is further agreed by and be-
' tween the ſaid *T. S.* and *M. F.* that neither of
' them nor their Eſtates ſhall be charged or charge-
' able with any the Debts or Engagements of either
' of the other of them, due or payable before the
' Date of theſe Preſents; and to that End the ſaid
' *T. S.* doth covenant, promiſe and grant to and
' with the ſaid Truſtees before-named, and to and
' with every of them, that he will pay and diſ-
' charge all his own particular Debts, or which he
' is bound for, or ſtands chargeable to pay to any
' Perſon or Perſons out of his own particular E-
' ſtate, without having or craving any of the now
' Perſonal Eſtate of her the ſaid *M.* other than the
' aforeſaid 300 *l.* before-mentioned; and alſo the
' ſaid *M. F.* doth hereby agree, that in caſe the
' ſaid *T. S.* after the ſaid intended Marriage ſhall
' take Effect and be ſolemnized, ſhall be queſtion-
' ed or moleſted for any the proper Debts of her
' the ſaid *M.* contracted or owing by her before
' the Solemnization of the ſaid intended Marriage,
' or for any Legacy or Legacies which ſhe is any
' Way chargeable to pay to any Perſon or Perſons,
' that the ſaid Truſtees ſhall have Power and Au-
' thority hereby to pay and diſcharge the ſaid
' Debts and Legacies, which ſhe the ſaid *M.* is ſo
' chargeable to pay, and that out of any her now
' proper Eſtate, other than the aforeſaid 300 *l.*
' and in ſo doing the Truſtees ſhall be diſcharged
' of any other Account thereof unto her the ſaid
' *M.* or to the ſaid *T. S.* after the Solemnization
' of the ſaid intended Marriage; and the ſaid Tru-
' ſtees and every of them do hereby declare, that
' they will perform the Truſt in them repoſed by
' theſe Preſents, according to the true Intent and
' Meaning thereof, and do hereby covenant eve-
' ry one of them, one with the other reſpectively,

' not

'not to act or do any Thing touching the Premiſſes, without the joint Conſent of them all. 'In Witneſs whereof, To the firſt Part of theſe Preſents remaining with the ſaid *T. S.* the ſaid *M. F.* 'and the ſaid Truſtees have put their Hands and 'Seals; To the ſecond Part of theſe Indentures 'remaining with the ſaid Truſtees, the ſaid *M. F.* 'and *T. S.* have put their Hands and Seals; To the 'third Part of theſe Indentures remaining with 'the ſaid *M. F.* the ſaid *T. S.* and the ſaid Truſtees have put their Hands and Seals, the Day and 'Year firſt above written.

Form of an *Admittance* on a *Marriage* Settlement.

TO this Court *it is preſented by the Jury of Homage, That* J. B. *a Cuſtomary Tenant of this Manor, who held of the Lord of the Manor aforeſaid by Copy of Court-Roll, one Meſſuage,* &c. [recite the Premiſſes] *in* A. *within the Manor aforeſaid, ſince the laſt Court, to wit, the 21ſt Day of* May, &c. *out of Court ſurrendered by Rod into the Hands of the Lord of this Manor, by the Hands and Acceptance of* W. M. *and* K. P. *two like Cuſtomary Tenants of the ſaid Manor, all that,* &c. [recite the Premiſſes]. *To the Uſe and Behoof of the ſaid* J. B. *his Heirs and Aſſigns, until the Solemnization of a Marriage, ſhortly by the Grace of God, to be had and ſolemnized, between* W. B. *Son and Heir of the ſaid* J. B. *and* C. L. *of* A. *aforeſaid, Spinſter; and from and immediately after the Solemnization of ſuch Marriage, then to the Uſe and Behoof of the ſaid* W. B. *and* C. *his intended Wife, for and during the Term of their natural Life, and the Life of the longeſt Liver of them, and from and after their Deceaſe, then to the Uſe and Behoof of ſuch Child and Children, as ſhould be lawfully be-*

gotten by the ſaid W. *on the Body of the ſaid* C. *Share and Share alike, and to the Heirs and Aſſigns of ſuch Child or Children for ever, according to the Cuſtom of the ſaid Manor; and in Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid* J. B. *his Heirs and Aſſigns for ever.* Now *to this Court came the aforeſaid* W. B. *and* C. *his Wife, in their own proper Perſons, and produced a Certificate of ſuch Marriage being ſolemnized by,* &c. [reciting the Certificate]. *And humbly deſired of the Lord of the ſaid Manor, That they might be admitted to all and ſingular the ſaid Premiſſes aforeſaid, and the Lord of the Manor aforeſaid, by his Steward aforeſaid, did deliver Seiſin,* &c. [See **Admittance.**]

See **Curteſy.**

St. Mary Church, Co. *Glamorgan,* Sir *Thomas Manſel* paid *6* s. 8 d. Rent of *Ward* and *Caſtle-Gard-Silver* to Lord *Windſor,* for this Manor. *From a MS. Survey, taken* Anno *1666.*

Saulden. See **Ampthill.**

Saxims. See **Rule.**

Sendippe-hills, Co. *Somerſet,* The Cuſtoms here being very particular, I ſhall make no Excuſe for inſerting them: The Hills abound with many Lead-Mines; and it is free for any *Engliſh-man* to work therein, except he has forfeited his Right by Stealing any of the Oar, or Tools, of others. And their Law or Cuſtom in that Caſe, is very remarkable. The *Groviers* (for ſo the Miners are called, as the Pits they ſink are called *Groves*) living at ſome Diſtance, leave their Tools, and the Oar they have got, ſometimes open upon the Hill, or at moſt only ſhut up in ſlight Huts; whoever among them ſteals any Thing, and is found guilty, is thus puniſhed: He is ſhut up in a Hutt, and then dry Fern, Furzes, and ſuch other combuſtible Matter, are put round it, and fire ſet to it. When

it

it is on fire, the Criminal who has his Hands and Feet at Liberty, may with them [if he can] break down his Hutt, and, making himſelf a Paſſage out of it, get free and be gone; but he muſt never come to work, nor have any more to do, on the Hill. This they call *Burning of the Hill. Camd. Brit.* 82.

Benedon. See **Enfield.**

Bepham, Co. *Kent.* The Tenants of this Manor amongſt other Rents and Services, pay four Buſhels of *Malt-Gavel. Somner* 27.

Berthyn-Mawr. See **St. Donatts.**

Beſne, A Writ of *Meſne* lieth where there is a Lord, *Meſne* and Tenant, and each holds by Owelty of Services, as by Homage, Fealty, and 20 *l.* yearly Rent. Now if the Tenant be diſtrain'd by the Lord Paramount for the Rent and Service of the *Meſne* behind, he ſhall have a Writ of *Meſne* againſt the Lord who is *Meſne*, and by the Writ he ſhall recover his Damages if he be diſtrain'd, otherwiſe not: And by that Writ he ſhall be compelled to do the Service, and to pay the Rents. *New Nat. Brev.* 316.

Bete-gavel, Signifies a Rent of Meat or Food. *Taylor of Gavelkind* 118.

Biching. See **Wreck.**

Bilbroom. See **Ampthill.**

Bill. If a Copyholder erect a *Mill* upon his Copyhold, it is a *Forfeiture. Latch p.* 123. *Grey* againſt *Uliſſes.*

Billan, Co. *Norfolk,* The Cuſtom of this Manor is, If any Copyholder will ſell his Land, and agree upon the Price, at the next Court, the next of his Blood, and if he refuſe, any other of his Blood, may have the Land. 2 *Brownl. p.* 199.

Bilton, Sir *W. G.* was ſeiſed in Fee of the Manors of *Great* and *Little Milton,* and of the re-

puted Manors of *Great* and *Little Chilworth* in the Pariſh of *Milton*, and of Lands likewiſe in *Chilworth*, which he purchaſed of Sir *M. D. Anno* 30 *Eliz.* and of other Lands which he purchas'd there, *Anno* 1 *Jac.* which one *Ives* occupied together, until 3 *Jac.* And then in Conſideration of the Marriage of Sir *M. G.* his Son with *M. R.* covenants to ſtand ſeiſed of the ſaid Manors of *Great Milton* and *Little Milton*, and of divers Cloſes in *Chilworth*, and of all his other Lands, Tenements, *&c.* to the ſaid Manors appertaining, *&c.* to the Uſes following, *viz.* of the Manor and Premiſſes to the Uſe of himſelf for Life, without Impeachment of Waſte; and after, of ſuch a Manor and ſome of the Cloſes by Name, to the Uſe of *Anne* his Wife, for her Jointure; and of other the particular Cloſes before-mention'd, to the Uſe of *M.* for her Life, for her Jointure; and after the Deceaſe of Sir *W. Anne*, and *M.* to the Uſe of the ſaid Sir *M. G.* and the Heirs Males of his Body, with a Remainder to his right Heirs: Afterwards Sir *M. G.* and Sir *W. G.* join'd in a Bargain and Sale of the Manors of *Milton* and *Chilworth*, and all the Lands thereto appertaining, and they levied a Fine by the Name of *The Manors*, *&c.* which Quantity compris'd as well the Freehold Lands as the Manors. The Queſtion was, whether the Parcels of Land divided from the Manor by the Entail, and the Freehold Land lately purchas'd, ſhould paſs by this Mortgage? Adjudged, That the Lands intailed, which were Parcel of the Manor, ſhall not be ſaid to be ſevered from the Manor: For the Freehold never being ſevered, but remaining intire in Sir *W. G.* during his Life, ſhall paſs as Parcel of the Manor at the Time of the Mortgage; and that the Freehold bought in and occupied with the Manor, although it was but for two Years before the Mortgage, may paſs, being ſaid and reputed Parcel, and

by

by that Name: And the Fine is well enough guided by the Indenture for the Manors and for the Freehold purchas'd, although they were not in Truth Parcel of the Manor; and a little Time is ſufficient for the Gaining a Reputation. *Cro. Car.* 308.

See **Ampthill, Glaſton.**

Mines, A Copyholder of Inheritance may dig for *Mines* in his Land, and ſo may a *Parſon* in his *Glebe.* 1 *Sid.* 152. The Earl of *Rutland* againſt *Gie.*

See **Coal.**

Minute-Book Is a Book kept by the Steward for Entring the Proceedings of the Court.

Form of a Minute-Book.

The Manor of *Glatton.* } *View of Frank-pledge and Court-Baron of* J. C. *Eſq; held at* Glatton, April 6, 1734, &c. *before me* G. B. *Steward.*

The Leet Jury.

Sw.	Jacob Abdy	*a.*
Sw.	William Jones	*a.*
	James Johnſon	*a.*
	Thomas Truby	*a.*
	Edward Cocks	*a.*
Sw.	Thomas Brewer	*a.*
	John Prior	*a.*
	Samuel Watts	*a.*
	William Wilks	
Sw.	John Trowell	*a.*
	William Warner	*a.*
	Thomas Yarrow	*a.*
	John Turbutt	
Sw.	Stephen Shanks	*a.*
	Joſeph Chandler	*a.*

The Homage Jury.

Sw.	Joſeph Shory	*a.*
Sw.	Richard Duke	*a.*
	Thomas Philips	*a.*
	William Simms	*a.*
	Thomas James	*a.*
	Peter Aris	*Sp.*
Sw.	John Thomas	*a.*
	Samuel Jones	*a.*
Sw.	Nicholas Carr	*a.*
	Charles Mears	*a.*
	William Shute	*a.*
	Thomas Eyre	*a.*
Sw.	Iſaac Leach	*a.*
	Joſeph Briggs.	*a.*

	s.	d.	
			William Wilks and *John Turbutt*, fined each 6 *s.* 8 *d.* for not appearing, tho' ſummon'd to be on the Jury.
Quit-Rent	0	4	*William Wiſeman* admitted to a
Fine	1	4	Cottage and five Acres of Paſture, ſurrender'd to him for Life by *Abraham Jaques*, on the 27th of *Jan.* 1733.
Quit-Rent	0	2	*Joſeph Selby* ſurrender'd in Court
Fine	0	8	two Turf-Lots to the Uſe of *Abraham Jaques*, his Heirs and Aſſigns for ever, and *Jaques* is admitted.
			John Hope by Surrender, 3d of *Feb.* 1733. ſurrender'd five feeding Parts, to the Uſe of his Laſt Will.
Quit-Rent	0	6	*Charles May* admitted to ten
Fine	2	0	Alder Lots, as Heir at Law to *James May*, his Uncle, deceas'd.
Quit-Rent	1	0	*Howard Hornby* admitted to twen-
Fine	4	0	ty Acres of Paſture, and two Turf-Lots, deviſed to him by the Laſt Will and Teſtament of *William Howard* deceaſed, which was duly proved.
			Sir *John Abbot* ſurrender'd the 5th of *Decemb.* 1733. one Meſſuage, *&c.* to *John Prior*, upon Condition for Payment of 300 *l.* on 9th *April.* 1734.
			James Prince not coming to be admitted to 3 Acres of Meadow ſurrendered to him on 5th of *June*, 1732. by *John Fairwell*, therefore firſt Proclamation was made.

Wiſe-

Misdemeanor. See **Fine.**

Moderata Misericordia is a Writ that lieth in Caſe where a Man is *amerced* in a Court-Baron, (or other Court which is not a Court of Record) outragiouſly, for Treſpaſs or other Offence; then he may ſue this Writ directed unto the Lord of the Court, or unto his Bailiffs, commanding them that they moderately amerce the Party according unto the Quantity of the Treſpaſs, *&c.* And this Writ is founded upon the Statute of *Magna Charta, cap.* 14. and the Proceſs upon this Writ is *Alias* and *Pluries* and Attachment, and the Attachment ſhall be awarded againſt him, againſt whom the Original Writ was ſued; and the Attachment is to be directed to the Sheriff. *New Nat. Brev.* 172, 173.

The Form of the Writ of *Moderata Miſericordia.*

THE King to the Bailiff, &c. *greeting:* Whereas C. *hath ſhewn to us, That he was amerced in the Court of your Lord of* J. *for a ſmall Offence, for which it happens you from him have demanded a grievous Redemption, contrary to the Tenor of the Great Charter of the Liberty of* England, *in which it is ſet forth, That no Freemen ſhall be amerced but according to the Quantity of the Offence, and this ſaving his* (a) *Contenement, and ſave the Wain of the Villains: Therefore we command that you take Moderate Mercy as to the*

(a) Contenement ſignifieth his Countenance, which he hath together with and by Reaſon of his Freehold, and therefore is called Contenement or Continence, as the Books of a Scholar are his Countenance. 2 *Inſt.* 28. *b.*

ſaid

ſaid C. *according to the Quantity of his Offence, and that no more Clamour come to us concerning this.* Witneſs, *&c.*

If a Man be *amerced* in a Court-Baron where he did not any Treſpaſs, but it is ſo preſented by the Inqueſt, *&c.* yet it ſeems he ſhall not have this Writ, if the *Amerciament* be not outragious; but if the *Steward* of his own Head will *amerce* any Tenant or other Party without Cauſe, the Party ſhall have an *Action* of Treſpaſs if he be diſtrain'd for that *Amerciament*, and the Party ought not to ſue his Writ of *Moderata Miſericordia*. *Ibid.* 73.

If a *Feme Covert* be *amerced* for Treſpaſs, *&c.* if the Husband be diſtrain'd for the ſame, he ſhall have this Writ, if the *Amerciament* be outragious. *Ibid.*

What ſhall be ſaid moderate *Amerciament*, and what not, appeareth by the Words of the ſaid Statute, which ſaith *Secundum quantitatem delicti*, [according to the Quantity of the Offence] by which it ſeemeth that if it exceed the Value of the Treſpaſs, it is not a moderate *Amerciament*; and that ſhall be intended for the Value of the Treſpaſs which is done unto the Lord, and not to him who ſhall have the *Amerciament*; for if one Tenant do Treſpaſs unto another Tenant, he ſhall be therefore *amerced* in the Lord's Court by Preſentment of the Treſpaſs, but that Amerciament ſhall not be unto the Value of the Damages which is done unto the Tenant, but having Regard unto the Wrong and Offence done unto the Lord for the Wrongs done unto his Tenant. *Ibid.*

If a Man be *Nonſuit* in a Court-Baron, he ſhall be *amerced*, and if it be outragious he ſhall have this Writ of *Moderata Miſericordia*; and ſo ſhall

the Defendant if he be *amerced* outragiouſly in any Suit brought againſt him, becauſe it is found againſt him, or that he makes Default to wage his Law at the Day given him in any Plaint ſued againſt him, *&c. Ibid.* 174.

In a Court-Baron if two be *amerced* for one Treſpaſs outragiouſly, they ſhall not join in a *Moderata Miſericordia*, for they ſhall be ſeverally *amerced*, although the Treſpaſs be jointly done. And ſo it is in a Plaint ſued by two, if they be *Nonſuit* the *Amerciament* ſhall be ſeveral, and they ſhall not join *in Moderata Miſericordia*; yet if an *Amerciament* be ſet jointly upon them, then they ſhall join in the Writ; but if the *Amerciament* which is ſet be *affeered* by his Peers, then this Writ of *Moderata Miſericordia* doth not lie. *Ibid.*

Mol-land ſignifies Upland, *i.e.* an advanced Situation of a Dairy-Farm in rich Paſture, and the Tenants thereof were wont to be call'd *Molmanni. Somner* 118. *Gurd.* 581.

Molmanni. See **Mol-land.**

Monkton, Co. *Kent.* The Cuſtom of this Manor was, that after every *Alienation* of any Parcel of Land held of this Manor, the Lord ſhould have a Year and Half Rent for a *Fine:* It was adjudged an unreaſonable Cuſtom. And it may be a void Cuſtom to claim a *Fine* upon an *Alienation* for Life, becauſe the Tenure of the Lands is not alter'd by ſuch an *Alienation*, for the Reverſion contiuues as it was before the Land was aliened. 2 *Vent.* 134. *Holland* againſt *Lancaſter.*

Monday-Land, ſo called in Reſpect that the Tenants held their Lands by working for the Lord on that Day. *Somner* 120.

Monſtra-

Monſtraverunt is a Writ that lieth for the Tenants of (*a*) *Antient Demeſne*, who hold by Free Charter, (and not for thoſe Tenants that hold by Copy of Court-Roll, or by Rod, according to the Cuſtom of the Manor, at the Will of the Lord) and if ſuch Tenants, or any of them, who hold of the Manor of *Antient Demeſne*, be diſtrained to do unto their Lords other Services or Cuſtoms, than they or their Anceſtors have uſed to do, then they may ſue this Writ directed unto the Lord, commanding him that he do not diſtrain them to do other Services or Cuſtoms than they uſed to do; or they may have this Writ directed to the Sheriff, and that is where the Writ is firſt ſent to the Lord that he do not diſtrain his Tenants, *&c.* Or they, upon this Writ ſued and directed to the Lord, may have and ſue another Writ directed to the Sheriff, rehearſing, That whereas he hath ſent his Writ unto the Lord of *Antient Demeſne*, that he ſhould not diſtrain his Tenants, *&c.* and if the Lord will not do it, nor ſuffer his Tenants to be in Peace, that then the Sheriff ſhall do it, and cauſe the Lord to ſuffer the Tenants to be in Peace, and the Sheriff may make Reſiſtance and Reſcous unto the Lord, if he diſtrain the Tenants for other Services, *&c.* *New Nat. Brev.* 31, 32. *4to.*

This Writ ſhall be ſued by many of the Tenants, without naming any of them by their proper Names, but generally; but in the Attachment againſt the Lord by the Tenants, the Tenants ought to be nam'd by their proper Names. *Ibid.*

(*a*) And therefore a Tenant of a newly approved Waſte, though it be aliened by the King, and to hold of the Manor by the Cuſtom of the Manor is (not) *Antient Demeſne.* 21 *E.* 3. 56. by *Thorp*, *Hoveden* 460. Sir *M. Hale's Notes* on *Fitzherbert's Nat. Brev. 4to. p.* 31.

There

There is another Writ of *Monſtraverunt*, that is, where the Tenants of any Hamlet, which Hamlet is Parcel of a Manor of *Antient Demeſne*, are diſtrain'd by the Lord. *Ibid.* 33.

One Tenant may ſue the Writ of *Attachment* in his own Name by his proper Name, and in the Name of the other Tenants, by general Words. *Ibid.*

The Plaintiffs in the Writ of *Attachment* may count ſeverally, and then they ſhall recover ſeveral Damages. But they may count together in one Count, and declare how they were ſeverally diſtrain'd, *&c.* And it is not neceſſary to alledge in the Count the Day or the Place where the Lord diſtrain'd them. *Ibid.* 34.

See Antient Demeſne.

Mora ſignifieth a more barren and unprofitable Ground than Mariſhes, dangerous for any Cattle to go there, in Reſpect of Miery and Moriſh Soil; neither ſerves it for getting of Turffs there. *Co. Lit.* 5. *a.*

Mort d'Anceſtor is a Writ that lies for the Heir, where his immediate Anceſtor dies ſeiſed of Lands, and a Stranger abates, *&c.* and a Plaint in Nature of this Writ may be brought in a *Court-Baron.*

The Form of a *Plaint* in Nature of an *Aſſiſe* of *Mort d'Anceſtor.*

R. C. *complains againſt* W. L. *and* E. *his Wife, of a Plea of Land, (to wit) of two Meſſuages, and five Acres of Paſture,* &c. *with the Appurtenances in* J. *within the Juriſdiction of this Court, and made Proteſtation to proſecute his Suit, in Form and Nature of the King's Writ of* Aſſiſe *of* Mort d'Anceſtor *at Common Law,* &c. *and prayed Proceſs to be made for him, according*

to

to the Cuſtom of this Manor, in Form and Nature of the Writ aforeſaid, to be directed to the Bailiff and Officers of this Court; and that the ſame Bailiff and Officers by Mandate and Precept of the Lord of this Manor, and according to the Cuſtom of the ſame Manor, ſummon by good Summoners, twelve true and lawful Men of the Homage of this Manor, that they be before the Steward of the ſame Manor at the next Court, to be held in and for the ſaid Manor, to inquire upon their Oath, whether B. C. *(Father of the ſaid* R.*) on the Day of his Death was ſeiſed in his Demeſne as of Fee, at the Will of the Lord, according to the Cuſtom of this Manor, of and in two Meſſuages and five Acres of Paſture,* &c. *of Cuſtomary Land of this Manor with the Appurtenances called* C. *within the Juriſdiction of this Court. And if the ſaid* B. *died within Forty Years now laſt paſt. And if the aforeſaid* R. *is next Heir to the aforeſaid* B. *and in the mean Time to view the Lands and Tenements, and ſummon by good Summoners the aforeſaid* W. *and* E. *who now hold the ſaid Lands and Tenements, that they be there to hear the Enquiry; and the aforeſaid* R. *found Pledges to proſecute his Suit aforeſaid, to wit,* J. D. *and* R. R.

And according thereto, to this Court came the aforeſaid W. L. *and* E. *his Wife, in their own proper Perſons, and the aforeſaid* W. *ſaith, that the aforeſaid* B. *Father of the ſaid Plaintiff was not at the Day of his Death ſeiſed in his Demeſne as of Fee, at the Will of the Lord, according to the Cuſtom of this Manor, of and in the ſaid two Meſſuages,* &c. *with the Appurtenances in Manner and Form, as by the aforeſaid Plaintiff is before alledged, and prays that it may be inquired into by the Aſſiſe, and the aforeſaid Plaintiff doth the like.*

Mortgage. A Copyholder of Inheritance borrow'd Money, and for ſecuring the Re-payment thereof, ſurrender'd his Copyhold by Way of *Mortgage*, to the Uſe of the *Mortgagee* and his Heirs; this Surrender was not *preſented* at the next Court as it ought, for which Reaſon it was void; the Copyholder before any *Preſentment* was made became a *Bankrupt*, and the Commiſſioners aſſign'd the Eſtate to the Creditors; By *Cowper* Lord Chancellor, though the *Surrender* was void, yet the Aſſignee of the Commiſſioners ſhall be in no better Condition than the *Bankrupt* himſelf would have been if no Statute had been taken out againſt him; for even upon a defective *Surrender* his Eſtate is bound in Equity; therefore in this Caſe he ſhall be a Truſtee for the *Mortgagee*. 2 *Salk.* 449. *Taylor* againſt *Wheeler*. 1 *Chan. Caſes.*

A Mortgage *of Copyhold Land, by Way of Covenant.*

'THIS *Indenture* made, *&c.* between *Andrew Seacomb* of, *&c.* of the one Part, and *Charles Beteſworth* of, *&c.* of the other Part, *witneſſeth*, That whereas the ſaid *Andrew Seacomb*, a Cuſtomary Tenant of the Manor of *Glatton*, on or about the Fifteenth Day of *January* 1732. ſurrender'd by Rod into the Hands of the Lord of the ſaid Manor, by the Hands and Acceptance of *Thomas James* and *John Andrews*, two like Cuſtomary Tenants of the ſaid Manor, all that his Copyhold Cottage or Tenement, *&c.* (ſituate, lying and being in *W.* and is Parcel of the ſaid Manor) with all and ſingular the Appurtenances thereunto belonging, the Reverſion and Reverſions, Remainder and Remainders thereof, and all the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid *Andrew*

‘ *drew Seacomb* of, in and to the ſame, *To the Uſe*
‘ *and Behoof* of the ſaid *Charles Beteſworth*, his Heirs
‘ and Aſſigns for ever, according to the Cuſtom
‘ of the ſaid Manor, with a Proviſo, and upon
‘ Condition, That if the ſaid *Andrew Seacomb*,
‘ his Heirs, Executors or Adminiſtrators, do and
‘ ſhall well and truly pay, or cauſe to be paid, unto
‘ the ſaid *Charles Beteſworth*, his Heirs, Execu-
‘ tors, Adminiſtrators or Aſſigns, the full and juſt
‘ Sum of 100 *l.* of lawful Money of *Great Bri-*
‘ *tain*, with lawful Intereſt for the ſame, on or
‘ before the Fifteenth Day of *June* next enſuing
‘ the Date of the ſaid Surrender, then the ſaid
‘ Surrender to be void, as in and by the ſaid Sur-
‘ render, Relation being thereunto had, more fully
‘ and at large it may and doth appear. *And* the
‘ ſaid *Andrew Seacomb*, for himſelf, his Heirs,
‘ Executors and Adminiſtrators, doth covenant,
‘ promiſe and agree, to and with the ſaid *Charles*
‘ *Beteſworth*, his Heirs, Executors, Adminiſtra-
‘ tors and Aſſigns, That he the ſaid *Andrew Sea-*
‘ *comb*, his Heirs, Executors and Adminiſtrators,
‘ ſhall and will well and truly pay, or cauſe to be
‘ paid, unto the ſaid *Charles Beteſworth*, his Heirs,
‘ Executors, Adminiſtrators or Aſſigns, the ſaid
‘ Sum of 100 *l.* on or before the ſaid Fifteenth
‘ Day of *June*, in the ſaid recited Surrender
‘ mention'd. *And* the ſaid *Andrew Seacomb* doth
‘ farther covenant, *&c.* that he the ſaid *Andrew*
‘ *Seacomb* at the Time of the making the ſaid re-
‘ cited Surrender was ſeiſed of and in the ſaid re-
‘ cited Premiſſes, in good and perfect Eſtate in
‘ Fee-ſimple, of the Nature of Copyhold, accor-
‘ ding to the Cuſtom of the ſaid Manor of *G.*
‘ and had good Right, lawful and abſolute Power
‘ and Authority in himſelf to Surrender the ſame,
‘ and every Part and Parcel thereof, unto the ſaid
‘ *Charles Beteſworth*, his Heirs and Aſſigns, in

' Manner and Form aforeſaid. *And* the ſaid *An-*
' *drew Seacomb* covenants, *&c.* that the ſaid re-
' cited Premiſſes are and were clear and free, and
' clearly and freely acquitted, exonerated and diſ-
' charg'd of and from all former and other Sur-
' renders, Mortgages, Charges, Troubles and In-
' cumbrances whatſoever, had, made, committed,
' done or ſuffer'd by the ſaid *Andrew Seacomb*, or
' any other Perſon or Perſons whatſoever, by or
' with his Conſent, Knowledge or Approbation.
' *And alſo* the ſaid *Andrew Seacomb* farther co-
' venants, *&c.* that the ſaid *Charles Beteſworth*, &c.
' ſhall and may at all Time and Times, from and
' after Default made by him the ſaid *Andrew Sea-*
' *comb*, his Heirs, *&c.* in Performance of the ſaid
' Proviſo or Condition, peaceably and quietly en-
' ter into, have, hold, occupy, poſſeſs and enjoy
' all and ſingular the above recited Premiſſes, with-
' out any Let, Hindrance, Trouble, Moleſtation
' or Interruption of the ſaid *Andrew Seacomb*, his
' Heirs, *&c.* or any other Perſon or Perſons what-
' ſoever. *And further* the ſaid *Andrew Seacomb*
' covenants, *&c.* that he the ſaid *Andrew Sea-*
' *comb*, *&c.* ſhall and will at any Time or Times,
' from and after Default made in Performance of
' the ſaid Proviſo or Condition, make, do, exe-
' cute and ſuffer, or cauſe to be made, done, exe-
' cuted and ſuffer'd, any lawful and reaſonable Act
' and Acts, Thing or Things, Deviſe or Deviſes,
' Aſſurance and Aſſurances, be it by Fine or com-
' mon Recovery, according to the Cuſtom of the
' ſaid Manor, Surrender, Releaſe or Confirmation,
' or all and any of the ſaid Ways or Means, or by
' any other Ways and Means whatſoever, as he the
' ſaid *Charles Beteſworth*, his Heirs, *&c.* by his or
' their Counſel learned in the Law, ſhall be rea-
' ſonably deviſed, adviſed and required. *And laſtly*,
' the ſaid *Charles Beteſworth* covenants, *&c.* That

'until Default ſhall be made in Performance of 'the ſaid Proviſo or Condition, he the ſaid *Andrew Seacomb*, his Heirs, *&c.* ſhall and may 'have, hold, occupy, poſſeſs and enjoy all and 'ſingular the above recited Premiſſes; and take 'and receive all and ſingular the Rents, Iſſues and 'Profits of the ſaid recited Premiſſes to his and 'their own proper Uſe and Benefit, any Thing 'herein contain'd to the contrary notwithſtanding. '*In Witneſs*, &c.

See **Aſſignment, Condition, Equity of Redemption.**

Mortmain is an Alienation of Lands and Tenements to any Corporation Sole or Aggregate, Eccleſiaſtical or Temporal. *Wood's Inſt.* 301..

If any *Freeholder* alieneth his Lands in *Mortmain*, he *forfeiteth* his *Freehold*. *Co. Copyholder Sect.* 27.

Nam or **Naam**, in the *Sax.* Niman, ſignifies the Taking or Diſtraining another Man's moveable Goods.

Naſſum Burgi, Co. *Northampton*, the Abbot of *Peterborough* gave M and CC and XX Marks, for himſelf and the Knights and Free Tenants of the *Naſſum Burgi*, that the *Naſſum Burgi* might be deafforeſted. The ſame Abbot gave a Palfry to have the King's Letters Patent, That no Body might Hunt in the *Naſſum Burgi*, unleſs with the Leave and Conſent of the Abbot and the Knights, and Free Tenants. *Mag. Rot.* 2 *H.* 3. *Rot.* 6. *a. Northampteſir. Madox's Excheq.* 284.

Ne injuſte Vexes is a Writ founded upon *Magna Charta, cap.* 10. which lieth where Lord and Tenant are; and the Tenant hath holden of the Lord and his Anceſtors by Fealty, and 20*s.* Rent yearly; and of late Time the Lord hath gotten

gotten (a) Seiſin of greater and more Rent of the Tenant, by Payment of the Tenant of his own Agreement, without Coercion of Diſtreſs. Now if the Lord will diſtrain the Tenant for this Surpluſage of Rent, the Tenant cannot avoid the Lord in an Avowry, for the Seiſin which the Lord hath had by the Payment of the Tenant of this Rent of his own Agreement. But the Tenant may ſue this Writ, directed unto the Lord, which Writ is in it ſelf a Prohibition unto the Lord, that he do not diſtrain his Tenant to do other Services than of Right he ought to do. The Proceſs in this Writ is Prohibition, Attachment and Diſtreſs againſt the Lord, commanding him that he ſhall not diſtrain, *&c.* *New Nat. Brev.* 4*to.* 21.

Neceſſity, Things of *Neceſſity* done by one who is but in reputed Authority, are good, if they come in by Preſentment from the Jury, or meerly of *Neceſſity*; as the Admittance of an Heir upon a Preſentment or Admittance on Surrender to Uſes. But *Acts* voluntarily, as a Grant of a Copyhold, is not good. *Cro. El.* 699. *Harris* and *Jay*.

Nedding, Co. *Suffolk*, *William de la Pole*, Marquiſs of *Suffolk*, had a Grant from King *Henry* VI. of this Manor, and the Manor of *Kettilberſton*, to hold by the Service of carrying a Golden Scepter, with a Dove on the Head of it, upon the Coronation-Day of the Kings, Heirs and Succeſſors. As alſo a Scepter of Ivory, with

(a) But if the Lord recover more on an Action tried, the Tenant ſhall not have a *Ne injuſte Vexes*, by *Knivett*, *Quære*, 39 *E.* 3. 18. And ſee accordant 38 *E.* 3. *F. Drait* 32. and by *Green*, the Tenant ſhall have a *Ne injuſte Vexes*, altho' the Lord recovers the Rent by Aſſiſe, which he had releaſed, but the Deed thereof not produced in Evidence; or where the Aſſiſe was taken on the Seiſin and Diſſeiſin. 7 *H.* 5. 7. *a.* Sir *Matt. Hale's Notes* on *Fitz. Herbert's Natura Brevium*, *p.* 21.

a Golden Dove on the Head of it, upon the Day of the Coronation of the Queens of *England*. *Carta* 24 *H.* 6. *N.* 20. *Blount* 20.

Newport, Co. *Salop*, King *Henry* the Third gave to *Henry de Aldithely*, Anceſtor to the Lord *Audley*, Earl of *Caſtle-Haven*, the Lordſhips of *Egmunden* and *Newport*, for the yearly Rent of a Mued Sparhawk, to be delivered into the King's Exchequer every Year at the Feaſt of Saint *Michael*. *Carta* 11 *Hen.* 3. *p.* 1. *M.* 5. *Blount* 10.

Newport-Pagnel. See **Ampthill.**

Night. See **Diſtreſs**, p. 158.

Nomine Poene is a Penalty reſerved to be incur'd on Nonpayment of *Rent*, *&c.* at the Day appointed by the Leaſe or Agreement; and when any Sum is to be forfeited as *Nomine Pœne* for Nonpayment of the *Rent* at the Time, *&c.* the Demand of the Rent ought to be preciſely at the Day, a convenient Time before Sun-ſet, in Reſpect of the Penalty. *Wood's Inſt.* 189. 7 *Rep.* 28.

Nominate. See **Succeſſor.**

Non-age. See **Infant.**

Non-claim. See **Claim, Fine.**

Non Compos Mentis. See **Grant, Ideot.**

Non ſanae Memoriae. See **Ideot.**

Non-ſuit is when the Plaintiff on Demand doth appear in Court, and makes Default by not proſecuting his Suit with Effect, or elſe refuſing to ſtand a Verdict upon Trial.

See **Moderata Miſericordia.**

Normanscroſs-Hundred, Co. *Huntingdon*. King *Henry* I. iſſued a Precept on Behalf of the Canons of *Huntingdon*, directed to the Biſhop of *Lincoln*, the Earl of *Huntingdon*, the Sheriff, and all the King's Barons and Leige-men of *Huntingdonſhire*, commanding that the Soke of *St. Marie*, and

and the Canons of *Huntingdon*, and their two Hydes of *Normanscroſs-Hundred*, ſhould be Quit of the Community and Gelds of the Burgh of *Huntingdon*; Provided that if any Man of the ſaid Soke have Stallage in the Burgh, and be in the Community of the Burgh, then he is to be liable to pay the rightful Cuſtom or Dues for his Stallage. *Chartæ Antiquæ, H. Nu.* 9. *Madox Firma Burgi* 270. *This Hundred belongs to* John Cotton, *Eſq*;

Northampton, *William the Conqueror* gave to *Simon St. Liz*, a noble *Norman*, the Town of *Northampton*, and the whole Hundred of *Falkely*, then valu'd at Forty Pounds a Year, to provide Shoes for his Horſes. *Blount* 16.

Northamptonſhire. In this County there are Tenants which hold by Copy of Court-Roll, and they have no other Evidence, and yet they hold not at the Will of the Lord. *Co. Copyholder Sect.* 32.

Notice. See **Warning.**

Nuſance. A *Common Nuſance* may be defined to be an Offence againſt the Publick, either by doing a Thing which tends to the Annoyance of the King's Subjects, or by neglecting to do a Thing which the Common Good requires. 1 *Hawk. Pleas of the Crown* 197.

But Annoyances to the Intereſts of particular Perſons are not puniſhable by a publick Proſecution as *Common Nuſances*, but are left to be redreſſed by the private Actions of the Parties aggriev'd by them. *Ibid.*

A *Court-Leet* hath Cognizance of *Common Nuſances*. 4 *Inſt.* 261. 2. *Wood's Inſt.* 486.

In what Manner *common Nuſances* may be puniſh'd: It is ſaid, That a common *Scold* is puniſhable by being put into the Ducking-Stool, and one that is convicted of a *Nuſance* done to the King's

Highway, may be commanded by the Judgment to remove the *Nuſance* at his own Coſts; and thoſe who are convicted of any other *Common Nuſance* may have the like Judgment. 1 *Hawk. Pleas of the Crown*, 200.

See Ad commune Nocumentum, Charge, p. 93, 94, &c. Dove-cote.

DATY, for the ſeveral *Oaths*, ſee the *Table*.

Occupant is one who gains a Title to an Eſtate by his firſt Entry; as when Tenant for Term of another's Life dieth, while he for whoſe Life the Leaſe is made is living, he that firſt entereth ſhall hold the Land during the other Man's Life, ſubject to Payment of the Rent reſerved, and ſuch Perſon is call'd an *Occupant*. *Co. Lit.* 41. *b*. *Wood's Inſt.* 216.

Copyhold Lands granted to three, for the Life of two, if the Tenants for Term of the others Lives die, living the Tenants for whoſe Lives they held, in that Caſe the Lord ſhall have the Eſtate; for theſe cannot be *Occupant* of a Copyhold Eſtate. 1 *Roll's Abr.* 511. *Van* and *Howell's* Caſe.

Officer. See Game.

Okeham, Co. *Rutland*. Here is an antient Cuſtom continued to this Day, That every Baron of the Realm, the firſt Time he comes through this Town ſhall give a Horſe-ſhoe to nail upon the Caſtle-Gate; which if he refuſes, the Bailiff of that Manor has Power to ſtop his Coach, and take one off his Horſe's Foot; but commonly they give Five, Ten or Twenty Shillings, more or leſs, as they pleaſe; and in Proportion to the Gift, the Shoe is made larger or ſmaller, with the Name and Titles of the Donor cut upon it; and ſo it is nail'd upon the Gate. *Camd. Brit.* 545.

King *John* by his Charter granted to the Rector of the Church of *Okeham* in *Rutlandſhire*, that all the Tenements of that Church and Chapels belonging to it, ſhall be for ever Quit of Suits to Shires and Hundreds, and of Aids to Sheriffs and their Bailiffs. *Madox Firma Burgi* 38.

Orchard-Eaſt and Weſt. See **St. Donatt's.**

Ormesby, Co. *Norfolk*, King *Henry* the Third gave this Manor and all the Appurtenances to *Juliana de Ormesby*, and her Heirs, to be held at the Firm of Sixteen Pounds a Year, for all Services, Cuſtoms and Demands; and that the ſaid *Juliana* and her Heirs be Quit of Tallage. *Rot. Pla. Scac.* 44 & 45 *Hen.* 3. *Rot.* 9. *b. Madox Firma Burgi* 93. Quære, *Whether this Manor is not* Antient Demeſne?

Oswelbeck, Co. *Nottingham*. By **Stat.** 32 *Hen.* 8. *c.* 29. All Lands lying in *Oſwelbeck* Soke, ſhall be inheritable according to Common Law, and not partable between Heirs Males, as they have been.

Otterbury, Co. —— Iſſue was, whether this Manor was *Antient Demeſne*, and the *Domeſday-Book* being brought into Court, it appear'd that *Edward the Confeſſor*, in the Eighteenth Year of his Reign, had given this Manor to the Abbot of *R.* and that it was not in the Title of *Terra Regis*; for all Lands held in *Antient Demeſne*, which *The Confeſſor* had, were by *William the Conqueror*, in the Twentieth Year of his Reign, written in the *Domeſday-Book*, under the Title *Terra Regis*, and theſe are all held in *Antient Demeſne* at this Day; but thoſe which were given away by *The Confeſſor*, and are not written under the Title *Terra Regis*, are not *Antient Demeſne*. 1 *Salk.* 57.

Overland is a Name attributed to ſuch Land as lieth by or along a River's Side, and cometh of the *Saxon* Word ofep, *i. e.* the Bank of a River. *Somner* 120.

Ovington. See **By-Laws.**

Out-average. See **Averland.**

Outlaw. If a Copyholder be *Outlawed* or *Excommunicated*, the Lord may have the Profits of his Copyhold Land; but a Preſentment is neceſſary. *Co. Copyholder Sect.* 58. yet it hath been held, That a Copyhold is not forfeited or determin'd by *Outlawry*. *Lit. Rep.* 234.

See **Grant.**

Owelty is where there is Lord, *Meſne* and Tenant, and the Tenant holds of the *Meſne* by the ſame Service that the *Meſne* holds over of the Lord-*Paramount*, this is call'd-*Owelty* of Services. *Fitz. Nat. Brev.* 4to. 317.

Owles, Co. *Dorſet*, *Ralph Moien* held this Manor by Service of Serjeanty in the King's Kitchen. *Camd. Brit.* 58.

Oxford. See **London.**

Oxgang is ſaid to contain fifteen Acres; but *Coke Lit. p. 69. a.* ſays that an *Oxgang* of Land does not hold any certain Number of Acres.

Oxton Netheral. See **Alamore.**

Pallifpery. See **Grafton.**

Panington, Co. —— by the Cuſtom of this Manor an Infant of Twelve Years may *Surrender*. *Trin.* 15 *Car. Lyde* againſt *Somiſter*. *Tothill* 109.

Pardon. See **Attainder.**

Parceners, by the Cuſtom, are where a Man ſeiſed in Fee-ſimple or in Fee-tail of Lands or Tenements, which are of the Tenure called *Gavelkind*, within the County of *Kent*, and hath Iſſue divers Sons, and dies, ſuch Lands or Tenements ſhall

ſhall deſcend to all the Sons by the Cuſtom, and ſhall equally inherit and make *Partition* by the Cuſtom, as Females ſhall do, and a Writ of *Partition* lieth in this Caſe as between Females; but it behoveth in the Declaration to make mention of the Cuſtom; alſo ſuch Cuſtom is in other Places of *England*, and alſo ſuch Cuſtom is in *North Wales*, &c. *Co. Lit. p.* 175. *b.*

Paroc, *Paroc* Time is when the Lord or his Bailiff and Tenants meet upon the Place in the Weald of *Kent* to hold a *Paroc*, a Court-like Kind of Meeting, not much unlike the Foreſt *Swaine-Mote*, *Somner* 23. See *Nelſon's Game Law*, *p.* 262.

Parcel. See **Glaſton.**

Parſonage. In many Places a *Parſonage* is a *Manor*; as where before the Statute of *Quia Emptores Terrarum*, the Patron, Ordinary and Parſon granted Parcel of the Glebe to hold of the Parſon by certain Services, that is a *Manor*. *Godbolt* 3.

Partridge. See **Pheaſant.**

Patent. See **Aſſignment, Steward.**

Pathbew, Co. *Warwick*. Within this Liberty there is a Court held every three Weeks, call'd *Gylput*. *Inq. ſuper ad quod Damn.* 13 *Ed.* 3. *Jacob's Dict.* Tit. *Gylput.*

Pawn. In Treſpaſs for Taking a Gelding, the Defendant juſtified as Bailiff of the Manor of *H.* whereof *T. S.* was ſeiſed, *&c.* and had Waifs and *Eſtrays*; and that he took the Gelding in the ſaid Manor as an *Eſtray*, and kept and detain'd the ſame till after it was re-ſeiſed by the Plaintiff; who replied, that the Defendant ſeiſed the Gelding 14 *Octob.* 2 *Jac.* and that afterwards, (*viz.* 16 *Octob.* 2 *Jac.* before the Re-ſeiſure, the ſaid Defendant work'd the Gelding by Riding and Drawing; and upon a Demurrer to this Replication

tion the Plaintiff had Judgment, becauſe the Defendant had it only as a Pledge, and that there was no Difference as to this Matter, between an *Eſtray* and a Diſtreſs; for in both Caſes the Poſſeſſion is not *de jure*, but only by an Act in Law. It is true, when Cattle are *pawned*, the Perſon to whom they are *pawned* may uſe them; and the Reaſon is, becauſe he hath a Special Intereſt in them by the Act of the Owner himſelf. 2 *Cro.* 147. *Bagſhaw* againſt *Goward*.

Payment. See **Tender.**

Penalty. See **By-Law.**

Penlline, Co. *Glamorgan*, *Richard Sey*, Eſq; paid 6 *s.* 8 *d.* Rent of *Ward* and *Caſtle-Gard-Silver* to Lord *Windſor*, for the Manors of *Penlline* and *Langan*. *From a MS. Survey taken* 1666.

Penmarke. See **Fonmon.**

Peny-Gavel was a Rent reſerv'd and paid in Money. *Somner* 26.

Petition. See **Baron-Court, Cottage.**

Peverel. See **Glapton.**

Pheaſant, By **Stat.** 23 *Eliz. c.* 10. 'None 'ſhall kill or take any *Pheaſants* or *Partridges* with 'any Net or Engine in the Night-time, in Pain to 'forfeit for every *Pheaſant* 20 *s.* and for every 'Partridge 10 *s.* which if the Offender pay not 'within Ten Days, he ſhall ſuffer one Month's 'Impriſonment without Bail, and enter into Bond '(for two Years only) with good Sureties before 'ſome Juſtice of Peace, not to offend in the like 'Kind.

'The Forfeiture aforeſaid ſhall be recover'd in 'any Court of Record, and divided betwixt the 'Lord of the Liberty or Manor where the Offence 'is committed, and the Proſecutor; but in Caſe 'the Lord ſhall Diſpence with the Offender, the 'Poor of the Pariſh are to have his Moiety, to be 'recover'd by any of the Church-wardens.

'None

'None ſhall Hawk or Hunt with his Spaniels 'in ſtanding Grain, or before it is Shocked, (ex- 'cept in his own Ground, or with the Owner's 'Conſent) in Pain to forfeit 40*s.* to the Owner 'of the ſaid Ground, to be recover'd, as afore- 'ſaid.

'Juſtices of Aſſiſe, Juſtices of Peace in Seſſions, 'and *Stewards of Leets* have Power to hear and 'determine theſe Offences; and one Juſtice of 'Peace may examine ſuch an Offender, and bind 'him over with good Sureties to anſwer it at the 'next General Seſſions, if the Offence be not be- 'fore determin'd at the Aſſiſes, or in a Leet.

'This Act ſhall not reſtrain Fowlers, which un- 'willingly take *Pheaſants* or *Partridges*, and forth- 'with let them go at Large.

See Game.

Pigeon-houſe. See Dove-cote.

Pillory. A *Vill* was amerced in a *Court-Leet* for not ſetting up a (*a*) *Pillory* and *Stocks* at a Time appointed by the Court for that Purpoſe; and the Plaintiff being one of the Inhabitants of the ſaid *Vill*, was diſtrain'd for the ſame, who brought a Replevin, and the Defendant made Conuſance as Bailiff of the Lord of the *Leet*, to diſtrain for the Amerciament; and upon a Demurrer to this Conuſance the Plaintiff had Judgment, becauſe the Defendant did not alledge in Fact, that the Penalty was not paid to the Lord of the *Leet*, which he ſhould have done; for if he had receiv'd of any other Inhabitants of the *Vill*, then

(*a*) The Lord of the *Leet* ought to provide a *Pillory*; for it is againſt Common Right to puniſh always by Amerciaments, unleſs he can preſcribe to do it; and for Want of *Pillory* he may be fined, his Liberties may be ſeiſed *quouſque*; and by ſome Opinions it is a Forfeiture of his *Leet*. *Lex Maneriorum*, *p.* 33.

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the Plaintiff ought not to be diſtrain'd for it; beſides, there was another Fault in this Conuſance, for the Defendant did not ſet forth a Precept from the Steward, directed to him to levy the Penalty by *Diſtreſs*. *Moor p.* 574. *Scrogs* againſt *Stevenſon*.

See **Steward.**

Piſcary. If a Copyholder convert Part of his Land to a *Piſcary*, it is a *Forfeiture*. *Lit. Rep.* 268.

Pitchley or **Pighteſle**, Co. *Northampton*, *Thomas Engaine* held certain Lands there by the Service of finding, at his own proper Coſts, certain Dogs for the Deſtruction of Wolves, Foxes, Martins, Cats and other Vermin, within the County of *Northampton*, *Rutland*, *Oxford*, *Eſſex* and *Buckingham*. *Rot. Fin.* 42 *Edw.* 3. *N.* 13. *Blount* 15.

Plaint. Tenants by Copy ſhall neither *implead* nor be *impleaded* for their Tenements by the King's Writ; but if they will *implead* others for their Tenements, they ſhall have a *Plaint* entred in the Lord's Court in this Form, or to this Effect: 'A. of B. complains againſt C. of D. of a Plea 'of Land, *viz.* of one Meſſuage, Forty Acres 'of Land, Four Acres of Meadow, *&c.* with 'the Appurtenances, and makes Proteſtation to 'follow this Complaint in the Nature of the King's 'Writ of Aſſiſe of *Mort-d-anceſtor* at the Com-'mon Law, or of an Aſſiſe of *Novel Diſſeiſin* or '*Formedon* in the *Deſcender* at the Common Law, 'or in the Nature of any other Writ, *&c.* Pledges 'to proſecute. *F. G. &c. Co. Lit. p.* 60. *b.*

See **Action, Baron-Court, Recovery.**

Plea is the Defendant's Anſwer to the Plaintiff's Declaration; It muſt be writ in a fair Hand, in Words at length, and on a Double Penny Stamp.

Tenant

Tenant in Dower may grant a Copyhold in Reverſion, which ſhall be good, though not executed in the Life of the Tenant in Dower. But then it muſt be *pleaded* as a Grant in Reverſion, and not as a Grant in Poſſeſſion; therefore in *Gay* and *Kay's* Caſe, *Cro. Eliz. p.* 661, 662. It was there pleaded, That he granted *Tenementa prædicta per nomen*, [the ſaid Tenements by Name] of a Meſſuage which *A. P.* held for Life, and *by the Court*, it is an uncurable Fault; for it is not alledg'd that he granted the Tenement in Reverſion; and the *per nomen* will not help.

If one *pleads* Seiſin of a Copyhold in Fee, and claims under the Copyholder; he ought to ſhew of whoſe Grant, as he ought to ſhew of any other particular Eſtate; but perhaps that is ſo antient that it cannot be ſhewn who was the firſt Grantee; yet it was held ſufficient to ſhew the Admittance of the laſt Heir, which is in Nature of a Grant, and may be pleaded by Way of Grant. *Cro. Jac.* 103. *Pyſter* and *Hemling*.

In Treſpaſs the Defendant juſtified in this Manner: He confeſſeth the Cloſe to be Copyhold Land, but *pleads*, That long Time before it was Parcel of the Manor of, *&c.* and that long before the ſuppoſed Treſpaſs, one *Pole* and *M.* his Wife was Lord of the Manor in Right of his Wife for Life, Remainder to *Stephen* in Tail, and he made a Leaſe of this Land to the Defendant, by Force of which he was poſſeſſed, and cut the Trees; it is an ill *Plea*, becauſe the Defendant had not ſhewed (as he ought) how *Pole* and his Wife came to this Eſtate for Life, the Remainder over; they ought to ſhew how this particular Eſtate hath its Commencement, they claiming a Derivative Eſtate from *Pole* and his Wife for Years. 3 *Bulſt.* 282. *Sanford* againſt *Stephens* and *Smith*.

A Man

A Man cannot *plead* a *Preſcription* againſt a *Preſcription*; but he ought to anſwer the *Preſcription* alledg'd in the Count, when two Cuſtoms repugnant. *Cro. Car.* 432. *Spooner* and *Day's* Caſe, *Carter's Rep.* 88.

In Ejectment the Defendant *pleaded* a Surrender of a Copyhold by the Hand of *F.* then Steward of the Manor; Iſſue was joined, *abſque hoc*, that he was Steward. *By the whole Court*; It is no Iſſue; for the Traverſe ought be general, that he did not Surrender; for if he were not Steward the Surrender is void. So of a Surrender *pleaded* into the Hands of the Tenants of the Manor. *Cro. El. p.* 260. *Wood and Butts.*

See Demurrer, Heir, Joinder, Licence.

For the ſeveral Sorts of Pleas *ſee the* Table.

Pledge. The Reaſon of finding *Pledges* was to prevent vexatious Suits, but now the Putting in of *Pledges* is a meer formal Thing. *But it is to be wiſh'd that old Method was revived.*

Plompton, Co. *Warwick.* In King *Henry* the Third's Time, *Walter de Plompton* held certain Lands in *Plompton*, near *Kingsbury* in the ſaid County, by a certain Weapon call'd a *Daniſh Axe*, which being the very Charter whereby the ſaid Land was given to one of his Anceſtors, hung up for a long Time in the Hall of the Capital Meſſuage, in Teſtimony of the ſaid Tenure. *Dugdale's Warwickſhire* 765. It appears by ſeveral Authorities that the Heirs of Sir *John Bracebrigg* were ſeiſed thereof by the Title of *The Manor of Plomton. Ibid.*

Plough-land contains 120 Acres; my Lord Chief Juſtice *Coke* ſays it contains not any certain Number of Acres. *Co. Lit.* 69. *a.*

Stat. 7 & 8 *W.* 3. *cap.* 29. 'Any Perſon 'having in his Poſſeſſion Wood-land or other Land

'of 50 *l. per Ann.* Value, ſhall be deem'd to 'have a *Plough-land.*

Pole, Co. *Cumberland, William Monacute* obtain'd a Grant from King *Edward* the Third of this Manor, with the Advowſon, paying the King, his Heirs and Succeſſors, whereſoever he or they ſhould happen to be, a Sword of 3 *s.* 4 *d.* Price, in Lieu of all Services. *Blount p.* 12.

Pollard, where the Cuſtom of a Manor was, that the Copyholders might lop the *Pollard* growing on their Copyhold Lands, for Firebote; this was held to be a reaſonable Cuſtom; and in ſuch Caſe, if the Lord of the Manor cut them all down, the Copyholder may have an Action on the Caſe againſt him. *Cro. Eliz.* 629. *Stebbing* againſt *Goſnal.*

Pottor-Hill. See **Ampthill.**

Poyt-Reeve. See **Evill.**

Poſſeſſio Fratris, [*Poſſeſſion of the Brother,*] a Copyholder of Inheritance had three Daughters by his firſt Wife, and a Son and two Daughters by his ſecond Wife, and Surrendered his Copyhold to the Uſe of his three Daughters for Eleven Years, Remainder to his two Daughters, by the ſecond Venter for five Years, Remainder to his three Daughters by his firſt Wife, Remainder to his own Heirs; the Father died, and afterwards his three Daughters were admitted; and the Years expired, the Son died; the three Daughters entred and cut down ſome Trees; and in a Special Verdict in Trover brought againſt them, it was adjudg'd, that the Admittance of the ſaid three Daughters was the Admittance of the Son in Reverſion; and this made *Poſſeſſio fratris*; and by Conſequence the Copyhold will deſcend to the two Siſters of the Whole Blood of the Brother, and not to all his Siſters, as Heirs to the Father

Father who made the Surrender. 2 *Lev.* 107. *Blackborn* and *Haigh* againſt *Greaves*, &c.

A Copyholder of Inheritance made a Leaſe for Years warranted by the Cuſtom, and afterwards died, leaving Iſſue one Son and a Daughter by the firſt Venter, and a Son only by the ſecond Wife; the eldeſt Son died before he was admitted; but yet it was adjudged that the Copyhold ſhall *deſcend* to his Siſter of the Whole Blood; becauſe he himſelf might have entred before Admittance, and taken the Profits, which is a ſufficient *Poſſeſſio Fratris*, ſo as to make his Siſter Heir. 1 *Bulſt.* 42. *Ayliffe* againſt *Chopley*.

Poſſeſſion. See **Recovery.**

Potterspery. See **Oxfordſhire.**

Preſcot, Co. —— In Replevin the Defendant made Conuſance as Bailiff to Sir *Thomas Meers*, for that *George* Lord *Coventry* held *the Place where the Cattle were taken*, &c. *of Sir* Thomas Meers, *as of his Manor of* Preſcot, *by Fealty, and by Rent of* 3 l. 8 s. *and Suit of Court*, of which Services he was ſeiſed by the Hands of the ſaid *George* Lord *Coventry*, *&c.* and that he died, and the Tenements deſcended to *John*, now Lord *Coventry*, and for 3 *l.* 8 *s.* for a *Relief* of the ſaid *John* Lord *Coventry*, after the Death of the aforeſaid *George*, he made Conuſance. And upon a Special Demurrer to this Conuſance; for that the Defendant did not ſet forth that Sir *Thomas Meers* had any Title to this *Relief*; it was adjudg'd for the Defendant that he need not ſet forth any Title to it; for though a *Relief* is not Parcel of the Tenure, yet it is incident to every Tenure in *Socage*, as a Flower thereof; and tho' it may be releaſed, or there may be a Special Reſervation upon the Tenure, without any *Relief*; it muſt be ſhewed on the other Side; for it ſhall

never be intended, becauſe of Common Right a *Relief* is incident to every Tenure. 3 *Lev.* 145. *Freeman* verſus *Booth.*

Preſcription is a (*a*) Title by Uſe and Time, allow'd by Law. It ſuppoſes a Deſcent or Purchaſe originally. (*b*) To make ſuch a Title to an Inheritance, the Time by Common Law is *Time whereof there is no Memory of Man to the contrary*, which is no limited Time. By Statutes Preſcription may be within Memory. *Wood's Inſt.* 297.

A *Preſcription* properly ſo call'd, (as it relates to an Inheritance) is to be *Time out of Mind*, and is for the moſt part Perſonal, being made in the Name of a certain Perſon and his Anceſtors, or thoſe whoſe Eſtates he has, or of a Body Politick and their Predeceſſors; as when *J. S.* ſeiſed of the Manor of *D.* in Fee ſhews that he and his Anceſtors, and all thoſe whoſe Eſtate he hath in the ſaid Manor, have *Time out of Mind of Man* had and uſed to have Common of Paſture, *&c.* in ſuch a Place (being the Land of another) as appertaining to the ſaid Manor. Tenant in Fee-ſimple ought to *preſcribe* in his own Name; Tenant for Life, Years, at Will, in the Name of him who hath Fee. Natural Perſons cannot gain or be charged by a general *Preſcription* from their Anceſtors; though Bodies Politick may gain or be bound by *Preſcription* only. He that would have a Thing that lies in Grant by *Preſcription*, muſt *preſcribe* in himſelf and his Anceſtors, whoſe Heir he is by *Deſcent*; not in himſelf and thoſe whoſe Eſtate he has; (unleſs the *Que Eſtate* is but a Conveyance to the Thing claim'd by *Preſcription*)

(*a*) 1 Inſt. 113. *a.* (*b*) 1 Inſt. 115. *a.* & *b.* 2 Inſt. 95, 96, 653. 6 Rep. 60.

for he cannot have their Eſtate that lies in Grant without Deed, which ought to be ſhewed to the Court; but of Things that are appendant to a Manor, Lands or Tenements, it is otherwiſe; becauſe the Manor, *&c.* might paſs without Deed. (*a*) Nothing can be *preſcribed* for which cannot be raiſed by Grant at this Day. One cannot make Title to Land by *Preſcription*, but only to Rent or Profit out of Land. *Preſcription* ſtrictly taken, relates to a (*b*) Fee-ſimple, and is always applied to incorporeal Inheritance. A Cuſtom is Local, and is alledged in no Perſon; but is within ſome Manor or other Place; as, *That there is ſuch a Cuſtom Time out of Mind, within the Manor of A. and that all the Copyholders of the ſaid Manor have had and uſed to have Common of Paſture*, &c. *in ſuch a Waſte of the Lord, Parcel of the ſaid Manor*, &c. Ibid.

Thus it muſt be when a Copyholder alledges a Cuſtom againſt his Lord; for a Copyholder cannot a lay *Preſcription* in himſelf and his Anceſtors, by Reaſon of the Baſeneſs of his Tenure; therefore this is allowed for Neceſſity. But when he claimeth Common or other Profit in the Soil of a Stranger, he muſt *preſcribe* in the Name of the Lord of the Manor, (viz.) *That the Lord of the Manor and all his Anceſtors, and all thoſe whoſe Eſtates he had, have had Common*, &c. *in ſuch a Place for themſelves and Tenants at Will*, &c. Ibid.

See Conſes, Plea.

Preſentment. A *Preſentment* is an Information in Court to acquaint the Lord or his Steward with the *Surrender* out of Court. This *Sur-*

(*a*) Finch 132. 1 Ventris 387. 2 Rol. Abr. 264. (*b*) 4 Rep. 31, 32. 1 Inſt. 113. *b.* 2 Inſt. 720.

render

render is not effectual till preſented in Court. (*a*) By the General Cuſtom of Manors, the *Preſentment* is to be made at the next Court immediately after the *Surrender*, or elſe the *Surrender* is void. But by Special Cuſtom, it may be at the Second or Third Court. And this *Surrender* is to be made in Court by the ſame Perſons that took the *Surrender* out of Court, and in all Points material, according to the true Tenor of the *Surrender*; and therefore if the *Surrender* is (*b*) Conditional, and the *Preſentment* abſolute, all is void. But if the Conditional Surrender be preſented, and the (*c*) Steward omitteth the Condition in his Entry on the Roll, upon Proof in Court, the Roll may be amended. (*d*) If one *Surrenders* out of Court, and dies before *Preſentment*, if *Preſentment* is made after his Death, it is good; ſo if he to whoſe Uſe the *Surrender* is made, dieth before *Preſentment*, yet upon *Preſentment* made after his Death, his Heir ſhall be admitted. The ſame Law is, if thoſe into whoſe Hands the *Surrender* was made, die before *Preſentment*, upon Proof in Court that ſuch a *Surrender* was made, the Lord ſhall be compell'd to admit accordingly; and if they into whoſe Hands the Surrender was made refuſe to *Preſent*, upon a Petition or Bill exhibited in the Lord's Court, the Party grieved ſhall have Remedy. And if the Lord will not do him Right, he may ſue the Lord and them that took the *Surrender*, in Chancery for Relief.

Preſentment in Leet by four, and not by twelve, that one hath dwelt within the Leet not ſworn, *&c.* it was traverſed; but it ſeems if it were by

(*a*) Co. Copyholder, Sect. 40. (*b*) Ibid. 4 Rep. 28. 1 Inſt. 59. *b.* (*c*) Co. Copyholder, Sect. 40. 4 Rep. 25. (*d*) Co. Copyholder, Sect. 40. 4 Rep. 29.

twelve, it ſhall not be traverſed, but ſhall have Recovery by Writ of *Falſe Preſentment.* 5 *Ed.* 3. 26. *Kitch.* 86.

A Thing *preſented* in Leet, is as Evangeliſt, [*i. e.* unchangeable] if it paſs the Day in which it is preſented; but the *ſame Day* you may have an Action of *Falſe Preſentment* againſt the Jurors, not *after.* 21 *Edw.* 3. Tit. *Bar* 271.

Preſentment in a Leet, which toucheth a Freehold, may be removed and traverſed; and every *Preſentment* before Juſtices of Peace is traverſable. 5 *H.* 7. *fol.* 3. and 6 *H.* 7. *fol.* 2. *the ſame.*

Preſentment of Blood Spilt is not traverſable; for that doth not touch Freehold. 2 *R.* 3. 12.

If Things *Preſentable* are not *preſented* in Leet, they ſhall be *preſented* in the Town; and if not there, before the Juſtice in Eyre; and if not there, in the King's Bench. 10 *H.* 4. *fol.* 4.

Form of a Preſentment.

The Manor of, *&c.* } *The Preſentment of the Jury of Homage, at a Court-Leet and Court-Baron, held at,* &c. *in and for the ſaid Manor, the 6th Day of* October, *in the Year,* &c. *before* G. B. *then and there Steward, as follows,* viz.

FIRST, *the ſaid Jury do preſent a Ditch from a Place call'd* A. *unto a Place call'd* B. *being the Fence between the Tenement call'd* C. *and the Common call'd* D. *to be out of Repair, and very Dangerous for the Cattle of the Proprietors of the ſaid Common, ſeveral Head of Cattle having already periſhed therein, and that the ſaid Ditch ought*

ought to be ſcoured, raiſed and fenced by the Tenant of C.

To be repaired and ſcoured in Two Months, under the Penalty of Three Pounds.

Affeered to Forty Shillings.

Again, *The ſaid Jury do preſent* L. W. *for an Encroachment, by Building a Wall jetting three Foot into the Highway, which is an Annoyance to his Majeſty's Subjects paſſing that Way.*

To be removed in one Month, under Penalty of Twenty Shillings.

Affeered to Ten Shillings.

Again, *The ſaid Jury do preſent the Death of* E. S. *and that an Heriot of the ſecond beſt Beaſt is due upon his Death, to the Lord of the ſaid Manor; but who to preſent as Tenant in his room, we are ignorant.*

Again, *The ſaid Jury do preſent, That* J. G. *of* H. *a Cuſtomary Tenant of this Manor, ſince the laſt Court died ſeiſed of,* &c. *and* W. G. *his Son is next Heir.*

Again, *The ſaid Jury do preſent, That* A. B. C. &c. *are Freeholders of this Manor, and owe Suit to this Court, and have this Day made Default.*

Amerced Two Shillings each.

Affeered to Twelve Pence each.

Again, *The ſaid Jury do preſent, That the ſeveral Perſons mention'd in the Reſiant Rolls, are Reſiants within the Juriſdiction of this Court-Leet, and owe Suit thereto, and do preſent ſuch as have made Default, which for greater Certain-*

ty, we the ſaid Jury do refer to the Reſiant Rolls.

Amerced Six-pence each.
Affeered to Three-pence each.

Again, *The ſaid Jury do preſent in Election for Conſtables for the enſuing Year, the Perſons hereunder named,*

For F. { A. B. / C. D. } *Sworn.*
For H. E. F.

Again, *The ſaid Jury do preſent in Election for* Reeve, *for the enſuing Year,* A. K. *ſworn.*

Again, *The ſaid Jury do preſent for* Hayward, *for the Year enſuing,* B. H. *Sworn.*

Affeerors { C. W. / S. K. } *Sworn.*

We have affeered and moderated the ſeveral Amerciaments in this Preſentment, as they are reſpectively ſet down under each Amerciament.

{ C. W. / S. K. } *Affeerors,*

Names of the Jury.
A. B.
C. D. *&c.*

The

The Form of a Special Preſentment, *purſuant to an Order made at a Court-Leet.*

The Manor of, *&c.* } Twenty-eighth Day of *January*, 1732.

'THE *ſaid Jurors do preſent* and ſay, that in 'Purſuance of the Order of the laſt Leet, 'held at the Guild-Hall of *N.* on the Eighth 'Day of *October* laſt, we have viewed the Place 'near *C.* and procured a Map to be made, which 'is hereunto annex'd for better ſetting forth the 'ſame, where Sir *H. M.* of *N.* aforeſaid, Knt. 'ſtands indicted by the Grand Jury for the Coun-'ty of *G.* for Building and Erecting a Dam made 'of Stones and Wood, croſs the Courſe of a lit-'tle River call'd *M.* in the Pariſh of *W.* aforeſaid, 'wherein it is alledged that he has ſtopped and 'obſtructed the Courſe of the ſaid River; and 'that by ſuch Obſtruction the King's Highway 'adjoining to the ſaid River, leading from the 'Pariſh of *M.* to the Town of *N.* hath been, 'from the Firſt Day of *May* to the Tenth Day 'of *Auguſt* laſt, wholly drown'd and cover'd with 'Water, to the great Damage and common Nu-'ſance of all the King's Subjects paſſing that Way, 'and upon our ſaid View and our own Know-'ledge we do preſent that the ſaid Sir *H. M.* is 'Owner of the ſaid Soil on both Sides of the 'ſaid River and Way; and alſo Lord of the Ma-'nor of *N.* in which the ſaid River and Way 'do lye; and further that the ſaid Way joining 'to the ſaid River being crooked and narrow in 'ſome Part thereof, it was dangerous for Carts or 'Coaches to paſs that Way, for Fear of Tumbling

'over the Bank thereof, into the ſaid River; and 'that thereupon the ſaid Sir *H. M.* was ſo ge-'nerous as to give a very good Way through his 'own incloſed Ground adjoining thereto, which 'is level, broader and better in all Reſpects than 'the former Way, which hath been quietly en-'joyed for the Space of eight Years and upwards; 'and that it would be a great Prejudice to all 'Perſons paſſing that Way, in Caſe the ſame 'ſhould be ſtopped up, and they be obliged to go 'through the old Way; and therefore at the Re-'queſt of the Inhabitants of the ſaid Manor, the 'ſaid Sir *H. M.* hath obliged himſelf to continue 'the ſaid Way, and keep it in Repair for the 'Publick Uſe; *and the ſaid Jury further preſent*, 'That ſince the ſaid Indictment, the ſaid Sir '*H. M.* hath cauſed the Dam or Sluices which 'obſtructed the ſaid Water to be opened, whereby 'the ſaid River hath its free Courſe without Ob-'ſtruction, but will be of no Advantage to the 'Publick, becauſe the new Way is much better 'than the old; *and the ſaid Jurors further ſay*, 'That the ſaid Way leadeth to the Town Lands, 'and ſeveral private Houſes call'd *C.* and other Places, 'as appears by the ſaid Map hereunto annexed; 'but do not know that the ſaid pretended High-'way from *N.* to *M.* is the King's Highway, or 'uſually repair'd by the reſpective Pariſhes which 'the Way goes to.

A. B.
C. D. &c.

See **Ad commune Documentum, Amerciament, Attainder, Forfeiture, Jury, Mortgage, Neceſſity, Outlaw.**

Principal. See **Heir.**

Priſon, if he who ought to *Surrender* cannot come into Court in Perſon, being in *Priſon*, the

the Lord of the Manor may appoint a Special *Steward* to go to the *Priſon* and take the *Surrender*. 1 *Leon. N.* 45.

See Steward.

Prochein Amy. See Copyholder.

Proclamation, where the Heir of a Copyholder will not come and be admitted after three Proclamations made at three ſeveral Courts of the Manor, the Lord may ſeiſe until the Heir will be admitted; and this he may juſtify without a particular Cuſtom to enable him ſo to ſeiſe; but he cannot ſeiſe it as *forfeited*, without a Cuſtom for that Purpoſe; and in every Proclamation ſo made, it is a ſafe way to mention the Lands to which the Heir is to be admitted. *Co. Copyholder, Sect.* 57. *Lex Maner.* 152. 8°.

The Form of the *Proclamation*, where the Heir is known.

Oyes, Oyes, Oyes,

A. B. *come into Court, and take up one Meſſuage* [recite the Premiſſes] *deſcended to you by the Death of* C. B. *your Father, or the ſame will be ſeiſed into the Hands of the Lord; this is the firſt,* [*ſecond, third*] *Proclamation.*

The *Proclamation* where the Heir is not known.

Oyes, Oyes, Oyes.

IF any Perſon or Perſons have any Right, Title, Intereſt, Claim or Demand, in or to one Meſſuage, &c. [recite the Premiſſes] *which* A.B. *late a Cuſtomary Tenant of this Manor, died ſeiſed of, let him or them come into Court and take up the ſame, or it will be ſeiſed into the Hands of the Lord; this is the firſt,* &c.

N. B.

N. B. The Bailiff, by the Steward's Order, makes theſe Proclamations juſt before the Court breaks up.

The Form of the Entry of the *Proclamation* in the Court-Roll.

AT this Court, firſt, [ſecond, third] Proclamation was made, that A. B. *ſhould come into Court and take up one Meſſuage,* &c. [recite the Premiſſes] *deſcended to him by the Death of* C. B. *his Father, but did not come.* [if the third, then proceed thus] *Therefore a Precept is iſſued to the Bailiff to ſeiſe the ſame.*

A Warrant to ſeiſe Copyhold Lands, for not taking them up after three *Proclamations.*

Manor of *Glatton,* &c.

WHereas publick Proclamation hath been made at the three ſeveral Courts holden for this Manor, That the Heirs or Aſſigns of C. B. *late Copyhold Tenant of the ſaid Manor deceaſed, ſhould come into this Court, and take up all thoſe Copyhold Lands and Tenements which the ſaid* C. B. *at the Time of his Death held of the Lord of the ſaid Manor by Copy of Court-Roll, or otherwiſe, and that the ſame ſhould be ſeiſed into the Hands of the Lord of the ſaid Manor, for want of a Tenant; and for that none came to take up the ſaid Lands and Tenements, it is therefore commanded to* J. V. *Bailiff of the ſaid Manor, that he ſeiſe into the Hands of* J. C. *Eſq; Lord of the ſaid Manor, all and ſingular the Lands and Tenements*

nements of which the ſaid C. B. *died ſeiſed, holden of this Manor by Copy of Court-Roll.* Given under my Hand and Seal, *&c.*

G. B. Steward.

To *J. V.* Bailiff of the Manor of *Glatton*, &c.

The Return of the ſaid Warrant, 29 *March*, 1732.

MEmorandum, *at a Court holden the Day and Year above-written, came* J. V. *Bailiff of this Manor, and gave the Court to underſtand that he hath ſeiſed the Lands and Tenements above-mentioned, as above to him was commanded by the Precept above-written.*

Sign'd by *J. V.* Bailiff.

See **Claim, Copyhold, Fine.**

Proof. See **Roll.**

Puſey, Co. *Berks.* This Manor was in Poſſeſſion of a Family of that Sur-name, and held by a Horn given to their Anceſtors by King *Canutus* the *Dane.* And in thoſe Days it was common to make Grants of Lands by Horns, among other Things. *Camd. Brit.* 163. *This Manor is now in Poſſeſſion of*——— *Allen*, Eſq;

Qualification. See **Game.**

Quantum meruit is an Action upon the Caſe, grounded upon the Promiſe of another to pay him for doing any Thing, ſo much as he ſhould deſerve or merit.

Form

Form of the Declaration.

'THE ſaid Plaintiff by, *&c.* for that whereas 'the ſaid *C.* on the, *&c.* in the Sixth Year 'of the Reign, *&c.* at, *&c.* in Conſideration 'that the ſaid *A.* before that Time had done and 'perform'd for the ſaid *C.* at the ſpecial Inſtance 'and Requeſt of the ſaid *C.* certain Work and 'Labour in his the ſaid *A.*'s Art and Trade of a 'Carpenter; and had at the like Inſtance and 'Requeſt of the ſaid *C.* found and provided di-'vers other Materials and Things uſed and em-'ployed in and about the ſaid Work and Labour; 'he the ſaid *C.* then and there, in Conſideration 'thereof, undertook and faithfully promiſed the 'ſaid *A.* that he would content and pay the ſaid '*A.* all ſuch Sum and Sums of Money as the 'ſaid *A.* reaſonably deſerved to have for ſuch 'the ſaid Work and Labour done and performed 'by the ſaid *A.* for the ſaid *C.* and for ſuch Ma-'terials about the ſame, found and provided by 'the ſaid *A.* as aforeſaid, whenever he ſhould 'be thereto required. And the ſaid *A.* in Fact 'ſaith, that he reaſonably deſerved to have from 'the ſaid *C.* for the ſaid Work and Labour done 'and perform'd for the ſaid *C.* by him the ſaid '*A.* the Sum of Fifteen Shillings of lawful Mo-'ney of *Great Britain.* And that for the ne-'ceſſary Materials and Things found and provi-'ded by the ſaid *A.* in and about ſuch Work and 'Labour, he reaſonably deſerved to have another 'Sum of Fifteen Shillings of like lawful Money, 'of which the ſaid *C.* afterwards, to wit, the 'ſame Day and Year at, *&c.* aforeſaid, had No-'tice from the ſaid *A.* nevertheleſs the ſaid *C.* 'not regarding, *&c.*

Quaren-

Quarendon, Co. *Bucks*. The Lord of this Manor had Iſſue one Daughter, who married one *Houſe*; and a Copyhold Meſſuage and Lands held of the ſaid Manor, deſcended to the Defendant *Harding*; the Lord of the Manor, and *Houſe* and his Wife, joined in a Leaſe of the ſaid Manor to the Plaintiff *Eaſt*, for Ten Years; *Harding*, who was a Copyholder of Inheritance, cut down two Elms, and a Cuſtom was found to cut Timber for *Repairs*; and that *Harding*'s Houſe was out of *Repair* at the Time of cutting the Elms; and that he had employed one of the Elms to *repair* the Houſe, and that the other was ready there for that Purpoſe; this was adjudged a *Forfeiture*, and that the Leſſee of the Manor for Ten Years, and not the Lord himſelf, ſhall take Advantage of it. *Moor, p.* 392. *N.* 508. *Eaſt* againſt *Harding*. But *Quære*.

Quarentena, the ſame as *Ferlingus*. See [**Ferlingus.**]

Quinton. See **Grafton.**

Quit-Rent is a ſmall Rent paid by the Tenants of Manors, in Token of Subjection; and by which the Tenants go quit and free; and this was antiently called *White-Rent*, becauſe they were paid in Silver, and to diſtinguiſh them from Work-Days, Rent, *Cummin*, *&c.* 2 *Inſt.* 19.

A Letter of Attorney to receive Quit-Rents *of a Manor, and make Diſtreſs, if Occaſion.*

'KNOW, *&c.* That I *E. F. &c.* have made, 'ordained, authoriſed and appointed, and 'by theſe Preſents do, *&c. J. B. &c.* to be my 'true, *&c.* of and from all and every Perſon and 'Perſons whom it doth or ſhall concern, all ſuch 'Sum

'Sum and Sums of Money which are or ſhall grow 'due and payable to me for Quit-Rents and Ar- 'rears thereof, for all or any Meſſuages, Lands, 'Tenements or Hereditaments within or belong- 'ing to the Manor of *H.* in the County, *&c.* to 'aſk, demand and receive; and in Caſe of De- 'fault of Payment of ſuch Quit-Rent or Arrears 'thereof, or any Part thereof, to enter into or 'upon all or any Meſſuages, Lands, Tenements 'or Hereditaments chargeable therewith, or into 'any Part thereof, and to diſtrain for the ſame, 'and ſell and diſpoſe of ſuch Diſtreſs or Diſtreſſes, 'and to do all other Act and Acts, Thing and 'Things in and about the ſame, as the Law in that 'Behalf directs, and to do and perform all other 'Act and Acts, and Thing and Things, into and 'about the Premiſſes requiſite and neceſſary; and 'uſe all lawful Ways and Means for the Receipt 'and Recovery thereof, as fully as I myſelf might 'or could perſonally do; and upon Receipt or 'Recovery thereof, or any Part thereof, ſuffici- 'ent Acquittances and Diſcharges for me and in 'my Name, from Time to Time to make and 'give; and I do hereby ratify and confirm what 'my ſaid Attorney ſhall do herein on my Behalf. '*In Witneſs*, &c.

Quo warranto lies of a Court-Baron. *Cro. Jac. p.* 259 *The King* againſt *Stanton.*

Stat. 9 *Annæ*, *cap.* 20. 'If any Perſon ſhall 'intrude into, or execute any Office of Mayor, 'Bailiff, Portreeve or other Offices in Cities, Towns 'Corporate, Boroughs and Places in *England* and '*Wales*, any Perſon may, with Leave of the Court 'of *Queen's Bench*, the Courts of *Seſſion* of *Coun-* 'ties *Palatine*, or the Courts of *Grand Seſſions* 'in *Wales* reſpectively, bring a *Quo warranto* 'againſt the Uſurper; and if it ſhall appear to

'the

'the Court that the ſeveral Titles of ſeveral Perſons to the ſaid Offices can be determined on one Information, then Leave ſhall be given for one Information, and the Perſon or Perſons againſt whom it is brought ſhall appear and plead in the ſame Term or Seſſions in which the Information is filed, unleſs the Court ſhall give further Time; and the Proſecutor may proceed with all convenient Speed.

'If the Defendant in the *Quo warranto* ſhall be found Guilty of an Uſurpation or Intruſion, the Court ſhall give Judgment of *Ouſter*, and fine the Perſon; and the Relator or Plaintiff ſhall recover his Coſts; and if Judgment ſhall be given for the Defendant, he ſhall recover his Coſts againſt the Plaintiff, as in an Action on the Caſe, to be levied by *Ca. Sa. Fi. Fa.* or *Elegit.*

'The Court may allow the Perſon againſt whom a *Quo warranto* ſhall be brought, or to the Proſecutor, any convenient Time to make a Return, plead, reply, rejoin or demur.

'The Act made for the Amendment of the Law, *An.* 4 *Annæ*, and all the Statutes of *Jeofails* ſhall be extended to Informations, in Nature of a *Quo warranto*, *&c.*

Railing. *Smith* and other Church-wardens of *Ridgewel* in *Eſſex*, preſented to the Archdeacon, that one *Pannel* was a *Railer* and Sower of Diſcord between Neighbours, whereupon the Archdeacon enjoin'd him Purgation; but Prohibition was awarded; for the Cauſe belongs to the *Leet*, except it was in the Church, or the like. *Hob.* 246. *Smith* againſt *Pannel.*

Real. See **Action, Copyholder.**

Recognition. See **Acknowledgment.**

Recognizance. If the Lord of a Manor is bound in a *Recognizance*, and afterwards a Co-

pyholder for Life dieth, the Lord granteth the Copyhold anew, the new Grantee ſhall hold the Land diſcharged of the *Recognizance*, for the Copyholder is in by Cuſtom, which was *Paramount*. 1 *Leon. p.* 16.

Recompence, where the Lord hath any other *Recompence*, the Law will not make any *Forfeiture*. *Lit. Rep.* 267.

See **Forfeiture**, p. 241.

Recovery. If a *Recovery* be in [by] a *Plaint* in Nature of a Real Action (in a Manor Court) againſt a Tenant in Tail [Copyholder]; it ſhall be a *Diſcontinuance*, and take away the Entry of the Heir in Tail; for in as much as *Plaints* in the Nature of Real Actions are warranted by the Cuſtom, it is an Incident which the Law annexeth to the Cuſtom, that a *Recovery* ſhall be a *Diſcontinuance*. 4 *Rep.* 23. *Deal* and *Rigden*.

Copyholder for Life ſuffer'd a *Common Recovery* in the Lord's Court, as Tenant in Fee, this is no *Forfeiture* of the Copyhold, becauſe it was in a Baron-Court, where the Freehold is not concerned; and the Lord of the Manor could not take Advantage of it, if it was a *Forfeiture*, becauſe he is a Party to the *Recovery*. 1 *Mod.* 199. *Bird* againſt *Kirk*. But by *Co. Copyholder, Sect.* 57. it is a *Forfeiture ipſo facto*.

A *Recovery* was ſuffer'd in the Lord's Court, upon a *Plaint* there, in Nature of a Writ of *Right*; it was a Queſtion, whether a Precept might be awarded out of that Court to execute the *Recovery*, and to put the Recoverer in Poſſeſſion by the *Poſſe Manerii*; adjudged, it could not; for Force cannot be juſtified in ſuch Caſes without Command of the King's Courts at *Weſtminſter*. 3 *Leon. p.* 99.

A Deed to ſuffer a Recovery *in a Court-Baron, by* Plaint, *&c.*

'THIS *Indenture made*, &c. between *Abraham* 'Cooke, on the one Part, and *Charles Croſs*, 'on the other Part, witneſſeth, That it is cove- 'nanted, granted, concluded and agreed, by and 'between the ſaid Parties to theſe Preſents, That 'the ſaid *Abraham Cooke*, on or before the, '*&c.* next enſuing the Date hereof, ſhall permit 'and ſuffer the ſaid *Charles Croſs* to affirm, enter 'and purſue againſt him the ſaid *Abraham Cooke*, 'in the *Court-Baron* of the Manor of *G.* in the 'County of *H.* one Plaint in the Nature of a 'Writ of Entry, *Sur Diſſeiſin en le poſt*, of all 'and ſingular that his Meſſuage and forty Acres 'of Meadow, with the Appurtenances adjoining 'thereunto, abutting, *&c.* ſituate, lying and be- 'ing within the ſaid Manor of *G.* which ſaid Meſ- 'ſuage the ſaid *Abraham Cooke*, late had in Re- 'mainder of the Surrender of *Charles Cooke*, his 'Father, by the Name of, *&c.* as in and by the 'Copy of Court-Roll, of the General Court-Leet 'and Baron of the ſaid Manor, holden at *G.* afore- 'ſaid, on the Twenty-ſixth Day of *&c.* laſt paſt, 'before the Date hereof, amongſt other Things 'more fully it doth and may appear; and that 'the ſaid Plaint ſhall be affirmed, entered and pur- 'ſued of all and every the Premiſſes, with the 'Appurtenances in *G.* aforeſaid, within the Ju- 'riſdiction of the Court of the ſaid Manor of *G.* 'to and upon which Plaint, to be affirmed, en- 'tered and purſued, as aforeſaid, he the ſaid '*Abraham Cooke* ſhall appear in his own Perſon, 'or by his Attorney lawfully authoriſed in that 'Behalf, and ſhall make his Defence thereunto ac- 'cording to Law, and vouch to Warranty, of and

' for the Premiſſes, one *T. W.* who ſhall appear ' and enter into the Warranty, and after make ' Default, according to the Manor and Form of ' Common Recoveries in Writs of Entry, *Sur* ' *Diſſeiſin en le Poſt*, whereby the ſaid *Charles* ' *Croſs* ſhall have Judgment to recover the ſaid ' Meſſuage and forty Acres of Meadow, and other ' the Premiſſes, againſt the ſaid *Abraham Cook*; ' and the ſaid *Abraham Cook* to recover over in ' Value againſt the ſaid *T. W.* according to the ' Manner and Form of Common Recoveries for ' Lands and Tenements; which ſaid Recovery ' the ſaid *Abraham Cook* ſhall ſuffer to be execu- ' ted by Precept or Warrant out of the ſaid Court, ' in the Nature of a Writ of *Habere fac' ſeiſinam*, ' according to the Order or Manner of the Com- ' mon Law. And it is further covenanted, gran- ' ted, concluded and agreed, by and between the ' ſaid Parties, that the ſaid Recovery, and the ' Eſtate of the Premiſſes to be had, obtained and ' recovered thereby, or by Reaſon thereof, ſhall ' be to the Uſe of the ſaid *Charles Croſs*, his Heirs ' and Aſſigns for ever, according to the Cuſtom ' of the ſaid Manor, and to no other Uſe, Intent ' or Purpoſe whatſoever. *In Witneſs*, &c.

Form of a Recovery *of Copyhold Lands on a* Diſſeiſin, *&c.*

The Manor of *Glatton.* } The Court-Baron of *J. C.* Eſq; held at *Glatton* aforeſaid, in and for the Manor aforeſaid, the, *&c.*

' *TO this Court* came *C. C.* Gentleman, in his ' own proper Perſon, and in open Court ' demandeth againſt *A. C.* then preſent in Court, ' in a Plea of Land, to wit, of two Meſſuages, ' *&c.*

'*&c.* [*here recite the Premiſſes*] within the Ju-
'riſdiction of this Court, and made Proteſtation
'to proſecute his Suit in this Court, in Form and
'Nature of the King's Writ *De Ingreſſu ſuper*
'*Diſſeiſinam en le Poſt* at Common Law, accor-
'ding to the Cuſtom of the ſaid Manor, and
'found Pledges to proſecute his Suit aforeſaid, to
'wit, *J. D.* and *R. R.* and prayed Proceſs to
'be made thereon, according to the Cuſtom of
'the ſaid Manor, againſt the ſaid *A. C.* direct-
'ed, *&c.* returnable, *&c.* and it was granted
'him. And the ſame *A. C.* being then preſent
'in the ſame Court, appear'd to the ſaid Plea
'*gratis.* And upon this the aforeſaid *C. C.* in
'his proper Perſon demandeth of the ſaid
'*A. C.* the Tenements aforeſaid, with their Ap-
'purtenances in, *&c.* within the Juriſdiction
'of this Court, as his Right and Inheritance, ac-
'cording to the Cuſtom of the Manor aforeſaid,
'and into which the ſaid *A. C.* hath no Entry,
'but after the Diſſeiſin which *J. K.* thereof un-
'juſtly, and without Judgment, hath made to the
'aforeſaid *C. C.* within thirty Years laſt paſt;
'and whereupon he declares, that he was ſeiſed
'of the ſaid Tenements, with the Appurtenan-
'ces in his Demeſne, as of Fee and Right, in
'Time of Peace, in the Time of our Lord the
'King that now is, by taking the Profits thereof
'to the Value, *&c.* and into which, *&c.* and
'therefore he brings this Suit. And upon this
'the ſaid *A. C.* in his proper Perſon cometh and
'defendeth his Right when, *&c.* and thereupon
'voucheth *T. W.* to Warranty, who is preſent
'here in Court, and freely warranteth to him
'the ſaid Tenements, with their Appurtenances.
'And hereupon the aforeſaid *C. C.* demandeth
'againſt the ſaid *T. W.* Tenant, by his Warranty,
'the ſaid Tenements, with their Appurtenances,

' in Manner aforeſaid; and whereupon he ſaith,
' That he was ſeiſed of the ſaid Tenements, with
' their Appurtenances, in his Demeſne, as of Fee
' and Right, at the Will of the Lord, according
' to the Cuſtom of the ſaid Manor, in Time of
' Peace, in the Time of our Lord the King that
' now is, by taking the Profits thereof to the Va-
' lue, &c. into which, &c. and thereof he bringeth
' his Suit, &c. And upon this *T. W.* Tenant by his
' Warranty, comes and defends his Right, when,
' &c. and thereupon vouches over to Warranty
' *K. D.* who is preſent here in Court, in his own
' proper Perſon, and freely warrants to him the
' ſaid Tenements, with their Appurtenances;
' and hereupon the ſaid *C. C.* demandeth againſt
' the ſaid *K. D.* Tenant by his Warranty, &c.
' [*as in the other Count*] And hereupon the ſaid
' *K. D.* Tenant by his Warranty aforeſaid, in his
' proper Perſon, came into this Court, and de-
' fendeth his Right, when, &c. and ſaith that the
' ſaid *J. K.* did not diſſeiſe the ſaid *C. C.* of the
' ſaid Tenements, with their Appurtenances, as
' the ſaid *C. C.* above ſuppoſes, by his Writ and
' Declaration, and thereof he puts himſelf upon
' the Homage of the Manor Court aforeſaid.
' And the ſaid *C. C.* thereupon craveth Leave to
' imparle, until Two of the Clock in the After-
' noon of the ſame Day, and he hath it, &c.
' and the ſame Hour is given to the ſaid *K. D.*
' &c. And afterwards, to wit, at Two of the
' Clock in the Afternoon of the ſaid Day, the ſaid
' *C. C.* in his proper Perſon, came again into this
' Court, and the ſaid *K. D.* although he was ſo-
' lemnly call'd, came not again, but departed in
' Contempt of the Court, and maketh Default;
' therefore, according to the Cuſtom of this Ma-
' nor, it is adjudged by this Court, That the
' aforeſaid *C. C.* do recover his Seiſin againſt the

' ſaid

'ſaid *A. C.* of the ſaid Tenements, with their 'Appurtenances, to have and to hold the ſame 'unto him the ſaid *C. C.* and his Heirs, at the 'Will of the Lord, according to the Cuſtom of 'this Manor quietly, from the aforeſaid *A. C.* and 'his Heirs for ever. And that the ſaid *A. C.* 'have of the Lands of the ſaid *T. W.* to the 'Value, *&c.* within, *&c.* And the ſame *T. W.* 'do have over of the Land of the aforeſaid *K. D.* 'to the Value, *&c.* within, *&c.* and be the 'ſaid *K. D.* amerced, *&c.* and upon this the 'aforeſaid *C. C.* prays Proceſs to be directed to 'the Officer of the Manor Court aforeſaid, to 'cauſe full Seiſin of the ſaid Tenements, with 'their Appurtenances, to be delivered to him, 'and the ſame is granted to him, returnable here 'forthwith, *&c.* and afterwards, to wit, the ſame 'Day, came here into Court the Officer of the 'Court, to wit, *J. V.* Bailiff thereof, and re-'turned the aforeſaid Proceſs to him directed, exe-'cuted in all Points and Forms of Law, to wit, 'That he by Virtue of the ſaid Precept to him 'directed on this Day, delivered full Seiſin of 'all the Tenements aforeſaid, with their Appur-'tenances, to *C. C.* by him recover'd, as he was 'by the ſaid Precept commanded. And thereupon 'now to this Court came the ſaid *C C.* in his 'own proper Perſon, and humbly crav'd of the 'Lord of the ſaid Manor to be admitted to the 'ſaid Premiſſes, with their Appurtenances, ac-'cording to the Force and Effect of the Reco-'very aforeſaid; and the Lord of the Manor a-'foreſaid, in full Execution of the ſaid Recovery, 'and according to the Cuſtom of the Manor a-'foreſaid, by his Steward aforeſaid, did deliver 'Seiſin thereof by the Rod, *To have and to hold* 'all and ſingular the Premiſſes aforeſaid, with 'the Appurtenances, to the ſaid *C. C.* his Heirs

'and Aſſigns for ever, of the Lord by Rod, at the
'Will of the Lord, according to the Cuſtom of the
'Manor aforeſaid, by Fealty, Suit of Court, Cu-
'ſtom and yearly Rent, and all other Services
'heretofore owing and of Right accuſtomed, ſo
'always ſaving the Right of the Lord, he is ad-
'mitted Tenant thereto, and gave therefor to
'the Lord the Sum of 20 *s.* for a Fine, and did
'Fealty. And afterwards, to wit, at the ſame
'Court, came the aforeſaid *A. C. T. W.* and
'*K. D.* in their own proper Perſons, and in full
'Court ſurrender'd by Rod, into the Hands of the
'Lord of this Manor, by the Hands of the Stew-
'ard aforeſaid, all and ſingular the Premiſſes a-
'foreſaid, with their Appurtenances, *To the Uſe*
'*and Behoof* of the ſaid *C. C.* his Heirs and Aſſigns
'for ever, and each for himſelf, his Heirs, Exe-
'cutors and Adminiſtrators, them, and every of
'them hath ſeparately and reſpectively fully, freely
'and abſolutely, remiſed, releaſed, and for ever quit
'Claim to him the ſaid *C. C.* his Heirs and Aſ-
'ſigns, in full and peaceable Poſſeſſion, and Seiſin
'thereof, all the Right, Eſtate, Title, Intereſt,
'Claim and Demand of them the ſaid *A. C. T. W.*
'and *K. D.* or any or either of them, of, on or
'to all and ſingular the Premiſſes aforeſaid, with
'their Appurtenances, or any Part or Parcel there-
'of, together with all and all Manner of Error
'and Errors, Cauſe and Cauſes of Error, Miſpri-
'ſions, Defects and erroneous Proceedings whatſo-
'ever and howſoever had, committed, omitted,
'permitted or perpetrated, in Plaint, Plea, Proceſs,
'Judgment and Execution aforeſaid, or either or
'any of them.' [*If the* Recovery *be to enure to Uſes, then the Recoverer muſt ſurrender to thoſe Uſes, and the Truſtees muſt be admitted in Truſt, according to the common Method of* Surrender *and* Admittance.]

A Pre-

A Precept to deliver Poſſeſſion on a Recovery.

The Manor of *G.* } *G. B.* Steward to *J. V.* Bailiff of the ſaid Manor, greeting:

KNOW you that C. C. *in this Court, held,* &c. *by Judgment of the ſame Court, hath recover'd his Seiſin againſt* A. C. *of,* &c. [here recite the Premiſſes] *with their Appurtenances, in,* &c. *within the Juriſdiction of this Court, by the Default of the ſaid* A. C. *therefore I command you, That without Delay, you cauſe full Seiſin of the Tenements aforeſaid, with their Appurtenances, to be delivered to the ſaid* C. C. *and have you there this Precept, and in what Manner you have executed the ſame.* Dated, *&c.*

G. B. Steward (*L. S.*)

See Bar, Baron and Feme, Copyhold, Diſcontinuance, Frank-Fee, Right-Patent.

'**Recuſant**, By Stat. 35 *Eliz. cap.* 2. Po-'piſh *Recuſants* above Sixteen Years of Age, ſhall 'within forty Days after their Conviction, re-'pair to their uſual Dwelling, and not to remove 'above five Miles from thence, in Pain to forfeit 'all their Goods, and their Lands and Annuities 'during Life; and if they have no certain Abode, 'then they are to repair to the Place where they 'were born, or where their Father and Mother 'dwell; and within twenty Days after their Ar-'rival there, to give their Names in Writing to the 'Miniſter, Conſtables and Headboroughs; which 'Miniſter is to enter them in a Book to be kept 'for that Purpoſe, and he together with the ſaid

'Conſtable and Headboroughs is to certify the 'ſame to the next Quarter-Seſſions, where the 'Juſtices of Peace ſhall cauſe them to be enrolled.

'A Copyholder ſhall in this Caſe alſo *forfeit* 'his Eſtate during Life, (if his Eſtate continue 'ſo long) to the Lord of the Manor, if ſuch Lord 'be no *Recuſant* Convict, nor ſeiſed or poſſeſſed 'in Truſt to the Uſe of a *Recuſant*; for then the 'Queen ſhall have the *Forfeiture.*

The *King* ſhall have the Profits of the Lands of the *Recuſants* only, but no Eſtate; and the *Statute* doth not make a Tenant to the Lord. And though the *King* hath the Copyhold Land, yet the Lord ſhall have the Rent during the Poſſeſſion of the *King.* 1 *Leon. p.* 98.

Reeve is derived of the *Saxon* Word ȝepeꝛa, and ſignifies a Diſpoſer or Director. *Co. Lit.* 61. *b.*

His Duty is much the ſame as a *Bailiff* or *Hayward.*

Sir *Walter Vane* was choſen *Reeve* to collect the Lord's Rent, having an Eſtate which he held of the Manor of *D.* and being a Captain of the Guards, he mov'd the *King's Bench* for a Prohibition; for that by Virtue of his Place, being a Captain, *&c.* he is to attend the King's Perſon: But deny'd, becauſe he might make a Deputy. *Sid.* 355. Sir *Walter Vane's Caſe.*

See **Hayward.**

Refuſal. See **Rent.**

Releaſe. A *Releaſe* is the giving or diſcharging of a Right or Action which a Man hath, or claimeth againſt another, or out of, or in, his Lands. *Noy Max.* 75.

A *Releaſe* made by him, that at the Time of the making thereof had no Right, is void; if a Right come to him afterwards, unleſs it be with Warranty, and then it ſhall bar him of all Right that

that ſhall come to him after the Warranty made. *Ibid.*

A *Releaſe* of all Demands extinguiſheth all Actions Real and Perſonal, Appeals, Executions, Rent-charge, Common of Paſture, Rent-Service, and all Right and Seizure, and all Rights of Lands, and Property of Chattels; but not a Poſſibility or future Duty, as Rent payable after Death, and ſuch like. *Ibid.* 77.

Lands were ſurrendered upon Condition; but in the Preſentment the Conditions were omitted, and he to whoſe Uſe the Surrender was made, being dead, his Daughters and Heirs were admitted and entered, he who ſurrendered *releaſed* to the Daughters, being in Poſſeſſion; and afterwards entered upon them: Adjudged, that the *Releaſe* in this Caſe extinguiſhed the Right of the Copyholder; becauſe the Lord is not prejudiced, he having received the Fine upon Admittance. 4 *Rep.* 25. *Kite* and *Queinton.*

A Releaſe *of a Copyhold Eſtate.*

'TO *all Chriſtian People* to whom theſe Preſents ſhall come, *B. R.* of *H.* in the County of *H.* Gent. and *G. R.* of *L.* aforeſaid, Brother of the ſaid *B. R.* ſend greeting: Whereas the ſaid *B. R.* is or was ſeiſed for and during the Term of his Natural Life, according to the Cuſtom of the Manor of *G.* in the ſaid County of *H.* of and in one Copyhold Meſſuage or Tenement, with the Appurtenances in *G.* aforeſaid, being Parcel of the ſaid Manor, with the Appurtenances, late in the Tenure or Occupation of *J. B.* deceaſed, and of and in ſeveral Parcels of Land, Meadow and Paſture to the ſame belonging, or reputed Part thereof. And whereas the ſaid *G. R.* hath a Copyhold Eſtate for the Term of his

' his Life, in the ſaid Meſſuage and Premiſſes
' in Reverſion, after the Death of the ſaid *B. R.*
' as by the Court-Rolls of the ſaid Manor of
' *G.* appeareth. *Now know ye* therefore, That
' the ſaid *B. R.* and *G. R.* for and in Purſu-
' ance of an Agreement heretofore made and
' concluded between the ſaid *B. R.* and *J. C.*
' Eſq; Lord of the ſaid Manor of *G.* for the ſaid
' Copyhold Eſtates, and for and in Conſideration
' of the Sum of, *&c.* of lawful Money of *Great*
' *Britain*, by him the ſaid *J. C.* in Hand paid
' to the ſaid *B. R.* and *G. R.* or one of them,
' before the Sealing and Delivery hereof, the Re-
' ceipt whereof they do hereby acknowledge, and
' for divers other good Cauſes and Conſiderations
' them thereunto moving, have granted, yielded
' up, ſurrendered, remiſed, releaſed and quit
' claimed, and by theſe Preſents they the ſaid
' *B. R.* and *G. R.* do, and every of them doth
' grant, yield up, ſurrender, remiſe, releaſe and
' for ever quit Claim unto the ſaid *J. C.* and
' unto *F. H.* and *F. C.* of, *&c.* Gent. and
' to their Heirs, Executors and Adminiſtrators for
' ever, (which ſaid *J. C. F. H.* and *F. C.* are, or
' one of them now is Lord or Lords of the ſaid
' Manor of *G.* and are, or one of them now is
' in the actual Poſſeſſion of the ſaid Premiſſes)
' their ſaid ſeveral and reſpective Copyhold Eſtates
' in the ſaid Meſſuage, Lands and Premiſſes, and
' in any Part or Parcel of the ſame, and all their
' and either of their Eſtate, as well Freehold as
' Copyhold, Right, Title, Intereſt, Poſſeſſion,
' Claim and Demand whatſoever, either in Law
' or Equity, or according to the Cuſtom of the
' ſaid Manor or otherwiſe howſoever. And the
' ſaid *B. R.* and *G. R.* do for themſelves, their
' Executors and Adminiſtrators, covenant and
' grant, to and with the ſaid *J. C. F. H.* and

' *F. C.*

'F. C. their Heirs, Executors and Adminiſtrators 'by theſe Preſents, That they the ſaid *B. R.* and 'G. R. ſhall and will from Time to Time, and 'at all Times hereafter, upon Requeſt, and at the 'Coſts and Charges in the Law of the ſaid *J. C.* '*F. H.* and *F. C.* or either of them, do and 'perfect, or cauſe to be done and perfected all 'ſuch lawful and reaſonable Acts and Things in 'the Law whatſoever, for the ſurrendering, bar-'ring and extinguiſhing of their or either of their 'Right and Eſtate as well Free as Cuſtomary, 'and all their or either of their Claim or Demand, 'in or to the ſaid Meſſuage or Tenement and 'Premiſſes, or any of them, as by them the ſaid '*F. H.* and *F. C.* or either of them, their or ei-'ther of their Heirs or Aſſigns of the ſaid Manor, 'ſhall be reaſonably adviſed or required. *In Wit-'neſs*, &c.

See Joint-Copyholders.

Relief is a certain Sum of Money which every Freeholder being at full Age, payeth unto his Lord at the Death of his Anceſtor, when he taketh Poſſeſſion of the Inheritance. It is either *Relief-Service* or *Relief-Cuſtom*. *Relief-Service* is that which is paid upon the Death of any Freeholder; *Relief-Cuſtom* is that which is paid upon the Death or Alienation of any Freeholder, according to the Cuſtom of the Place. In many Places it is Half a year's Profit; in ſome double the Rent of that Year; it is paid by Freeholders only; for this the Lord may diſtrain, but cannot have an Action of Debt; his Executors or Adminiſtrators may have an Action of Debt, but cannot diſtrain. *Wood's Inſt.* 131. *Co. Cop. Sect.* 25. 1 *Inſt.* 83. *a. & b.*

A *Relief* may be due by *Tenure*, as a Man may hold Lands of *T. S.* as of his Manor of *H.* by Payment of Rent, and a Cuſtomary *Relief* of one Year's Value of his Land, by the Heir; and in ſuch

ſuch Caſe the Lord may diſtrain for it; and this was the Caſe of *Hungerford* againſt *Haviland*, (*viz.*) Cuſtom of a Manor, that every Free Tenant thereof upon every Alienation of his Tenancy, ſhall pay ſo much by Way of *Relief* as his yearly Rent amounts to; it was objected, that this is not properly a *Relief*, but a Fine for an Alienation due by Cuſtom; and therefore a Diſtreſs could not be taken for it unleſs by Cuſtom; but adjudged that the Tenant holding it by the Payment of 5*s.* Rent, and a *Relief* when it ſhall happen, according to the Cuſtom of the Manor, this ſhall be intended a *Relief* by *Tenure*; for though at firſt it is ſaid that ſuch *Relief* was due by Cuſtom of the Manor, yet afterwards it is expreſly alledged that the Tenant held by paying a *Relief* when it ſhall happen. *W. Jones* 132.

Where the Lord accepts a Rent of a new Tenant, ſuch Acceptance is no Bar of a *Relief* from a former Tenant; becauſe now by the *Statute* 21 *H.* 8. he may avow upon the Land, and is not obliged to avow upon the Perſon. *Mod. Caſes.*

Acceptance of a Rent or Services by the Hands of the Feoffee ſhall not bar the Lord of the *Relief* before due, for *Relief* is no *Service*, but a Fruit and Approvement of *Services*; for if it were Part of the *Services*, then an Action of Debt ſhould not lie for the ſame ſo long as the Rent continueth; but it is as a Bloſſom or Fruit fallen from the Tree; and for *Relief* it behoveth not to avow upon any Perſon certain. 3 *Rep.* 66. *Pennant*'s Caſe.

See Prescot.

Remainder. A Surrender is to the Uſe of a *Feme Covert*, the *Remainder* to the Right Heirs of the Body of the Husband and Wife; he in the *Remainder* ſhall not take till the Husband dies,

for he which is to have this ought to be Heir of the Body of both. 2 *Roll.Abr.* 416. *Lane* and *Pannel.*

A Copyhold, which by Cuſtom was demiſable for three Lives, was demiſed to one for Life, the *Remainder* to ſuch a Wife as he ſhall marry, and to the firſt Son of his Wife: *By the Court,* Theſe two *Remainders* are void; but the Eſtate for Life was good. *More N.* 922. *Webſter* and *Allen.*

See Admittance, Fee, Life, Poſſeſſion.

Renglas, Co. *Cumberland, Richard de Luci* gave one good Palfry for to have a Fair at his Manor of *Renglas,* to continue for one Day at the Feaſt of St. *James,* and to have a Market held there every Saturday. *Mag. Rot.* 10. *J. Rot.* 10. *a. Cumb. Madox's Excheq.* 282.

Rent is an annual Sum of Money, or other Conſideration iſſuing out of (*a*) Lands or Tenements, (whereunto the Grantor may have Recourſe to diſtrain) and not out of a Piſcary, a Common, an Advowſon, or ſuch like incorporeal Inheritances. And it is a Maxim in Law, (*b*) *That the* Rent *muſt be reſerved to him from whom the Eſtate of Land moveth, and not to a Stranger.* And though *Rent* is branched out into ſeveral Kinds, [See Gafol] yet ſtrictly there are but three, *viz. Rent-Service, Rent-charge* and *Rent-Seck.* (*c*) *Rent-Service* is ſo call'd, becauſe it hath ſome Corporal Service incident to it, which at leaſt is Fealty; and is, where the Tenant holdeth his Land of his Lord by Fealty and certain *Rent,* or by other Services and certain *Rent*; and if *Rent-Service* at any Day that it ought to be paid, be behind, the Lord may *diſtrain* for that of Com-

(*a*) Co. Lit. 144. (*b*) Ibid. 143. *b.* 4 Rep. 71. Whitlock's *Caſe.* (*c*) Co. Lit. 142. Sect. 213.

mon

mon Right. (*a*) *Rent-charge* is ſo called, becauſe the Land for Payment thereof is charged with a Diſtreſs; as if a Man by Deed indented maketh a Gift in Fee-tail, Remainder over in Fee, or a Leaſe for Life, Remainder over in Fee; or a Feoffment in Fee, and by the ſame Indenture he reſerveth to him and his Heirs a certain *Rent*, and that if the *Rent* be behind, it ſhall be lawful for him and his Heirs to diſtrain, *&c.* Such a *Rent* is a *Rent-charge*, becauſe ſuch Lands and Tenements are charged with ſuch Diſtreſs by Force of the Writing only, and not of Common Right. (*b*) *Rent-ſeck* is becauſe no Diſtreſs is incident to it; as if a Man upon a Deed indented, reſerve to him and his Heirs a certain *Rent*, without any Clauſe put in the Deed, that he may diſtrain, then ſuch *Rent* is *Rent-ſeck*; for that he cannot come to have the *Rent* by Way of Diſtreſs.

If a Perſon gives any valuable Thing in Name of Seiſin of *Rent* beforehand it is good; yet being given before the Day in which the *Rent* is due, it ſhall not be abated out of the *Rent*: So, as to give Seiſin of *Rent*, it is taken as Part of the *Rent*; but as to the Payment of *Rent* it is accounted no Part of the *Rent*. *Co. Lit.* 315. *a.*

In the Caſe of *Payment* of *Rent* going out of Land, there are four Times of *Payment*. *Firſt*, of *Payment* voluntary and not ſatisfactory; and yet good to ſome Special Purpoſes. As, if the Leſſee, Donee or Tenant payeth his *Rent* before the Day, the ſame is Voluntary and not Satisfactory; but if it be paid in the Name of Seiſin of *Rent*, altho' it doth not enure by Way of Satisfaction, yet it ſhall give a ſufficient Seiſin to this Purpoſe to have his Aſſiſe, or other Remedy. *Second*, Voluntary,

(*a*) Co. Lit. 143. *b.* Sect. 217. (*b*) Ibid. Sect. 217, 218.

and in ſome Caſes Satisfactory, and in ſome not; as if the *Rent* be payable at the Feaſt of *Eaſter*, if the Tenant pay the Rent in the Morning, and the Leſſor dieth at Two before the Evening of the ſame Day, this Payment was Voluntary, and yet it is a good Satisfaction againſt the Heir, but not againſt the King. *Third*, Legal and Satisfactory, and not coercive; for the legal Time of Payment is a convenient Time before the laſt Inſtant of the Day, which is the moſt extreme Time, and is Satisfactory, and not coercive; for till the End of the Day no Remedy is given by Law. *Fourth*, Legal, Satisfactory and Coercive, and is when the *Rent* is due and behind. 10 *Rep.* 127. *Clun's* Caſe.

Rent reſerved to be raiſed of the Profits of the Lands, is not due until the Profits are taken by the Leſſee; and if Land be evicted, or if the Leaſe determine before the legal Time of Payment, no *Rent* ſhall be paid; for it ſhall never be apportioned in Reſpect of Part of the Time, as it ſhall be on Eviction of Part of the Land; and therefore if a Tenant for Life maketh a Leaſe for Years, rendring *Rent* at the Feaſt of *Eaſter*, and the Leſſee occupieth the Lands three Quarters of the Year, and in the laſt Quarter before the Feaſt of *Eaſter*, the Tenant for Life dieth, here ſhall be no Apportionment of the *Rent* for the three Quarters of the Year, becauſe that no *Rent* was due until the Feaſt of *Eaſter*, and the Feaſt of *Eaſter* did not incur in the Life of the Leſſor, and no Apportionment ſhall be in Reſpect of Time; but if Part of the Land had been evicted before the Feaſt of *Eaſter*, and the Feaſt of *Eaſter* had incurred in the Life-time of the Leſſor, then there ſhall be an Apportionment of the *Rent*, but not in Reſpect of Time which continueth, but in Reſpect that Parcel of the Land leaſed is evicted. *Ibid.* 128.

If

If one ſeiſed of Lands in Fee, maketh a Leaſe of the ſame Land for Ten Years, yielding to him and his Heirs a yearly *Rent* of Twenty Pounds at the Feaſt of Saint *Michael*, (*a*) or within one Month after; if the Leſſor dieth between the Feaſt of St. *Michael* and the End of the Month, the *Rent* muſt be paid to the Heir as incident to the Reverſion, and not to the Executors; as where *Rent* is due and behind, becauſe this was not due until the End of the Month; ſo the *Rent* muſt be paid to the Heir, if the Leſſor dies before any fixed Day of Payment. If the Leſſor dies upon the Day of Payment, if the *Rent* is unpaid, the Heir ſhall have it; for the *Rent* is not due till the laſt Minute of the Natural Day. (*b*) But if it be paid that Morning before the Leſſor dies, his Executor ſhall retain it againſt the Heir, but not againſt the King. If the Leſſor lives to the Day of Payment, a Payment before the Day appointed, is in Law a Payment at the Day; and a Payment at another Place is good, as if received at the Place limited in the Condition. If one ſeiſed in Fee lets Lands for certain Years, and reſerves a *Rent* to himſelf, and not to him and his Heirs, the Rent ſhall determine by his Death, if he dies within the Term. If he reſerves a *Rent* (*c*) generally, without ſhewing to whom it ſhall go, it ſhall go to his Heirs. If he reſerves it to himſelf or his Heirs, it is void as to the Heir. If he reſerves a *Rent* to him and his Aſſigns, the *Rent* ſhall determine by his Death; becauſe the Reſervation is good only during his Life. So if he reſerves a *Rent* to him and his Executors, it ſhall End by his Death; becauſe the Heir hath the Reverſion,

(*a*) 10 Rep. 127. 1 Saund. 287. (*b*) 10 Rep. 127. 1 Inſt. 212. *a*. & *b*. (*c*) 1 Inſt. 47. *a*. 214. *a*. 5 Rep. 111. 2 Saund. 371. 1 Ventris 161.

and

and the *Rent* is incident to the Reverſion. But it has been reſolved that a *Rent* reſerved to the Leſſor, and his Executors and Aſſigns, during the Term, ſhall go to the Heir; becauſe the *Rent* after the Deceaſe of the Leſſor, comes in Lieu of the Land which had deſcended to the Heir. (*a*) But if the *Rent* is reſerved to the Leſſor, his Heirs and Aſſigns, then the Aſſigns of the Reverſion ſhall enjoy it, if the *Rent* is incident to the Inheritance.

If a (*b*) *Rent* is reſerved upon a Leaſe for Years of Lands, at four uſual Feaſts in the Year, the Leſſor ſhall have an Action of Debt after the firſt Day of Failure, becauſe the ſame is accounted in Law a Reſervation of Parcel of the Profits of Land. So that every Quarter's Rent is a (*c*) ſeveral Debt. (*d*) Thus it is of a Covenant, or Promiſe, or Recogniſance to pay a Hundred Pounds at five ſeveral Days after the firſt Default; yet if one leaſeth a Stock of Cattle, or other (*e*) Perſonal Goods, and the *Rent* is to be paid at ſeveral Days, the Leſſor muſt tarry until all the Days are expir'd, becauſe it is all but one Perſonal Contract; and ſo it is of a Bond or Contract for Payment of (*f*) ſeveral Sums of Money.

When one is to pay *Rent* at a certain (*g*) Day, he hath all that Day until Night to pay it, but ſo that the Receiver may ſee to tell it. And when a common Perſon appoints (*h*) no Place of Payment of his Rent, the Law appoints it to be upon the Land; but in Caſe of the King, the Payment muſt be at the Exchequer, or to his Receiver. If

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(*a*) Plowd. 167. 1 Inſt. 47. *a*. (*b*) 5 Rep. 81. 10 Rep. 128. 1 Inſt. 47. *b*. 292. *b*. (*c*) 1 Ventris 129. (*d*) 4 Rep. 94. 1 Inſt. 292. *b*. (*e*) 4 Rep. 94. 5 Rep. 81. (*f*) 1 Inſt. 47. *b*. 292. *b*. (*g*) Ibid. 202. *a*. (*h*) Ibid. 4 Rep. 72, 73.

a Man is bound in an Obligation to pay his *Rent* at a Day, (*a*) he muſt ſeek out his Landlord to pay him.

By **Stat.** 18 *Eliz. cap.* 6. 'Upon Leaſes 'made by Colleges in the Two Univerſities, in '*Winchester* and *Eaton*, the third Part of the '*Rent* ſhall be reſerved in Grain, to be deliver'd 'to them yearly, at Days prefix'd, after the Rate 'of 6*s.* and 8*d.* for a Quarter of Wheat, and '5*s.* for a Quarter of Malt, or under thoſe 'Prices, or it ſhall be in the Election of the Leſ-'ſee to pay them in Kind, at the beſt Rates found 'in thoſe ſeveral Markets reſpectively, the next 'Market-Days before the ſaid Day prefix'd for 'the Payment or Delivery thereof; and all other 'Leaſes otherwiſe made, and all Bonds and Aſ-'ſurances given to the contrary, ſhall be void; 'which ſaid Grain or Money ſhall be expended 'for the Relief of the Commons and Diet of the 'ſaid Colleges reſpectively without Fraud, in Pain 'of Deprivation of the chief Rulers of ſuch Col-'leges reſpectively, and of all others conſenting 'thereunto.

Acceptance of a next *Rent* due at a Day (*b*) afterwards, ſhall bar one to enter for a Condition broken before by Reaſon of the Nonpayment of the *Rent*, becauſe he now affirmeth the Leaſe to have Continuance, which he might have avoided, and he not accepted the *Rent*; ſo a Diſtreſs affirmeth the Continuance of the *Rent* in ſuch Caſe. But if the *Rent* was due before, and thereby the Condition broken, one may receive that *Rent*, and yet re-enter; and if he accepteth (*c*) Part of the *Rent*, he may enter for a Condition broken, and

(*a*) Noy Max. 80. (*b*) 3 Rep. 64, 65. 1 Inſt. 211. *b.* 1 Cro. 528. (*c*) 1 Inſt. 203. *a.*

retain

retain the Land until he has the whole *Rent*. If there is a Leaſe for Years rendring *Rent*, with Condition that if the Leſſee aſſigns his Term, the Leſſor may re-enter, the Leſſee aſſigneth, and the Leſſor receiveth the *Rent* of the Aſſignee, not hearing of the Aſſignment, (*a*) or not having Notice of it, he may re-enter notwithſtanding the Acceptance of the *Rent*.

If a (*b*) leſſer Sum is paid in Satisfaction of the whole, this cannot be Satisfaction for the whole, unleſs acknowledged to be ſo by Acquittance under Seal. And ſo when a Contract is made by Writing to do any collateral Act, it cannot be altered without Writing.

A (*c*) *Demand* of *Rent* muſt be in Perſon, or by lawful Attorney, in the Preſence of Witneſſes; and it need not be *demanded* at the very (*d*) Time it is due, but at any Time after, whether the Tenant be preſent or no, if you are to diſtrain. But the ſix following Things are to be obſerved. 1. *Demand* the *Rent*. 2. Upon the Land, if there be no Houſe. 3. If there is a Houſe, at the Fore-Door the moſt notorious Place. It is not material whether any Perſon be in the Houſe or no. So if a Feoffment is of a Wood only, the Demand muſt be at the Gate of the Wood, or other moſt notorious Place. 4. If the Appointment is at any other Place from the Land, the Demand muſt be at that Place. 5. The Time of Demand muſt be certain, that the Tenant may be there to pay the *Rent*. 6. The laſt Time of Demand of the *Rent*, is ſuch a convenient Time before the Sun-ſetting of the laſt Day of Payment, as that the Money

(*a*) 3 Rep. 65. 1 Cro. 553, 572. 2 Cro. 334, 398. (*b*) 1 Inſt. 212. *b*. 5 Rep. 117. 9 Rep. 78, 79. (*c*) Wood's Inſt. 188. (*d*) 7 Rep. 28, 29. 1 Inſt. 144. *a*. 153. *a*. & *b*. 201. *b*.

may be numbred. The Leſſor, or his ſufficient Attorney muſt remain upon the Land the laſt Day on which the *Rent* due is to be paid, until it be ſo dark that he cannot ſee to tell the Money; *(a)* and if the Money is not paid (whether the Tenant is abſent or preſent) this is a *Denial* in Law, though there are no Words of *Denial*. *(b)* One may reſerve a *Rent* on Condition, That if the *Rent* is behind he ſhall re-enter, and hold the Land till he is ſatisfied or paid the *Rent* behind, *&c.* In this Caſe if the *Rent* is behind, or all or in part unpaid at the Day, he may re-enter. But when the Feoffee, *&c.* pays or tenders on the Land all the Arrears, the Feoffee, *&c.* may enter again; for the Feoffor, *&c.* has only an Intereſt, not the Freehold, to take the Profits in the Nature of a Diſtreſs. Here the Profits ſhall not go in part of Satisfaction of the *Rent*; otherwiſe if he was to hold the Land till he was paid by the Profits thereof.

In the Caſe of the *King* a Demand is not neceſſary; but if the *King* grants over the Reverſion of his Leaſe to a common Perſon and his Heirs, he in the Reverſion ought to make a Demand upon the Land, *&c.* *Wood's Inſt.* 189. 4 *Rep.* 73. 5 *Rep.* 76.

If the Lord demandeth his *Rent*, and the Copyholder denieth to pay it, this is a *Forfeiture, ipſo facto*. *Co. Copyh. Sect.* 57.

So if the Copyholder ſaith that he wanteth Money to diſcharge the *Rent*, and therefore intreateth the Lord to forbear until he be better provided, unleſs the Lord giveth his Conſent, this Nonpayment is a *Forfeiture, ipſo facto*. *Ibid.*

(*a*) Lit. 233. 1 Inſt. 153. *b*. (*b*) 1 Inſt. 203. *a*. Lit. 327.

For

For a Copyholder, knowing his Day of Payment is to provide againſt the Day; but if the Lord cometh upon the Copyholder's Ground, and demandeth his *Rent*, and neither the Copyholder himſelf, nor any other by his Appointment, is there preſent to anſwer the Demand, though this be a Denial in Law of the *Rent*, yet this is no Forfeiture. *Ibid.*

But if the Lord continueth to make Demand upon the Ground, and the Copyholder is ſtill abſent, this continual Denial in Law, amounteth to a Denial in Fact, and maketh the Copyholder's Eſtate ſubject to a *Forfeiture*, without Preſentment. *Ibid.*

If the Eſtate of the Lord of a Manor ceaſe by Limitation of an Uſe, and the Uſe and Eſtate thereof transferred to another, who demanded the *Rent* of a Copyholder, who denieth to pay the ſame to him, this is no Forfeiture, without Notice given to the Copyholder of the Alteration of the Uſe and Eſtate. 8 *Rep*, 92. *Fraunce*'s Caſe.

'By Stat. 4 *Geo.* 2. *cap.* 28. 'When Half 'a year's Rent is due, the Landlord may ſerve a 'Declaration in Ejectment, and there not being 'ſufficient Diſtreſs, ſhall have Judgment to recover 'the Land, *&c.* but the Tenant may have Relief 'on filing a Bill in Equity, within ſix Months; 'though not have an Injunction, unleſs he bring 'into Court the Rent in Arrear, *&c.* Perſons 'ſhall have the ſame Remedy for Rent-ſeck, 'Chief Rents, *&c.* as for Rent reſerv'd on Leaſe.

A Grant of a Rent-charge.

'KNOW all Men by theſe Preſents, that I 'F. G. for and in Conſideration of the Sum 'of —*l.* to me in Hand paid before the Enſealing 'and Delivery hereof; the Receipt whereof I

' the ſaid *F. G.* do acknowledge; and thereof,
' and of every Part thereof do acquit and for
' ever diſcharge the ſaid *R. C.* his, *&c.* have gi-
' ven, granted and confirm'd, and by theſe Pre-
' ſents do give, grant and confirm unto the ſaid
' *R. C.* one Annuity or Rent-charge of —*l.* to
' be had, taken and receiv'd out of all and ſin-
' gular my Meſſuages, *&c.* within the Kingdom
' of *England*, to be paid at the four moſt uſual
' Feaſts or Terms in the Year, that is to ſay, the
' firſt Payment thereof to be made and to begin
' on, *&c. To have*, hold, receive, take, poſſeſs
' and enjoy the ſaid Annuity or yearly Rent-
' charge of, *&c.* unto the ſaid *R. C.* his, *&c.*
' from the Day of the Date of theſe Preſents,
' until the full End and Term of, *&c.* and if the
' ſaid Annuity or yearly Rent-charge of, *&c.* ſhall
' happen to be behind and unpaid in part or in all
' after any of the ſaid Feaſt-Days above limited
' for the Payment of the ſame, that then it ſhall and
' may be lawful to and for the ſaid *R. C.* his, *&c.*
' into all and ſingular the ſaid Meſſuages, *&c.* or
' into any Part thereof to enter and diſtrain both
' for the Annuity aforeſaid, and the Arrearages
' thereof (if any be) and the Diſtreſs and Di-
' ſtreſſes then and there found and taken, to keep
' and detain until the ſaid Annuity and all Arrear-
' ages thereof ſhall be fully ſatisfied, contented
' and paid unto the ſaid *R. C.* his, *&c.* and the
' ſaid *F. G.* for himſelf, *&c.* doth covenant and
' promiſe from Time to Time, and at all Times
' during the ſaid Term of, *&c.* well and truly to
' pay, or cauſe to be paid to the ſaid *R. C.* his,
' *&c.* or ſome of them, the ſaid Annuity or year-
' ly Rent of, *&c.* in Manner and Form aforeſaid,
' according to the true Intent and Meaning of
' theſe Preſents. *In Witneſs*, &c.

A Grant

A Grant of a Rent reſerved by Leaſe.

'THIS *Indenture* made, *&c.* between *J. F.* 'of *&c.* of the one Part, and *R. C.* of, '*&c.* of the other Part, witneſſeth, That whereas 'the ſaid *J. F.* by his Indenture of Leaſe, bear- 'ing Date, *&c.* [*reciting the Leaſe*] (as in and 'by the ſaid recited Leaſe it doth more at large 'appear) *Now* this Indenture further witneſſeth, 'That the ſaid *J. F.* for and in Conſideration of a 'competent Sum of Money, hath demiſed, gran- 'ted, bargained and to Farm letten, and by theſe 'Preſents doth demiſe, grant, and to Farm let unto 'the ſaid *R. C.* the Reverſion and Remainder of 'the ſaid Shop, *&c.* and other Premiſſes by the 'ſaid Indenture of Leaſe demiſed, together with 'the ſaid yearly Rent thereby reſerved, and the 'Counter-Part of the ſaid Indenture of Leaſe, un- 'der the Hand and Seal of the ſaid, *&c.* *To have* 'and to hold, poſſeſs and enjoy the ſaid Reverſion 'and Rent of, *&c.* and every Part thereof, unto 'the ſaid *R. C.* his Executors, Adminiſtrators and 'Aſſigns, from the Day of the Date of theſe Pre- 'ſents, for and during all the Reſidue of the afore- 'ſaid Term of, *&c.* yet to come and unexpired, 'yielding and paying therefor yearly and every 'Year, during the ſaid Term, unto the ſaid *J. F.* 'his Executors or Aſſigns, at the Feaſt of, *&c.* 'one Pepper-Corn, if the ſame ſhall be lawfully 'demanded. And the ſaid *J. F.* doth for him- 'ſelf, *&c.* that he the ſaid *J. F.* at the Time 'of Sealing and Delivery of theſe Preſents, is the 'true and lawful Owner and Poſſeſſor of the ſaid 'demiſed Reverſion and Rent; and is at the En- 'ſealing and Delivery of theſe Preſents lawfully 'and abſolutely poſſeſſed thereof; and that he the 'ſaid *J. F.* hath full Power and Authority to de- 'miſe

miſe and grant the ſaid Reverſion and Rents of, *&c.* unto the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents. And further, that the ſaid *J. F.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, during the ſaid Term, fully and clearly acquit, diſcharge, ſave and keep harmleſs the ſaid *R. C.* his, *&c.* of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Forfeitures, Claim and Demand whatſoever; and the ſaid *J. F.* doth for himſelf, *&c.* that the ſaid yearly Rent of, *&c.* ſhall continue, remain and be from henceforth, during the Reſidue of the ſaid Term, due and payable unto the ſaid *R. C.* his, *&c.* according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

A Letter of Attorney to receive Rent.

KNOW *all*, *&c.* That I *A. B.* of, *&c.* have made, named and ordained, and by theſe Preſents do make, name, ordain, and in my Place and Stead put and conſtitute *B. C.* of, *&c.* my true and lawful Attorney for me, and in my Name, and to and for my proper Uſe and Behoof, to demand, *&c.* of and from all and every Perſon or Perſons, my Tenants in, *&c.* and all others whom it doth, ſhall or may concern, all ſuch Sum and Sums of Money as are now, and which ſhall ariſe, become and grow due and payable unto me the ſaid *A. B.* for Rent and Arrears of Rent, for all and every, or any my Meſſuages or Tenements, ſituate, *&c.* aforeſaid, by Leaſe or otherwiſe; and if need be, to enter into or upon the ſaid Meſſuages or

Tene-

' Tenements, or any of them, and to diſtrain for
' all or any ſuch Rent or Arrearages of Rent,
' and to enter and take Poſſeſſion of them, or any
' of them, in Caſe of Forfeiture, as Occaſion
' ſhall require; and to uſe and take all or any
' other lawful Remedies, Ways, Means and Ad-
' vantages whatſoever, for or upon Default or Non-
' payment of all or any ſuch Rent, or Arrears of
' Rent; and likewiſe to tranſact, do, perform and
' accompliſh all other Affairs whatſoever, relating
' to all or any my ſaid Meſſuages or Tenements,
' as Occaſion ſhall require, as fully as I my ſelf
' might or could do, were I perſonally preſent;
' and upon Receipt or Recovery of all or any
' ſuch Rent, or Arrears of Rent, ſufficient Ac-
' quittances and Diſcharges for me, and in my
' Name to make and give; giving and by theſe
' Preſents, granting unto my ſaid Attorney full
' Power and Authority in and touching the Pre-
' miſſes, to ſue, purſue, arreſt, attach, ſeiſe, ſe-
' queſter, implead, impriſon, condemn and pro-
' ſecute; and thence and thereof again to acquit,
' diſcharge, and out of Priſon to releaſe; alſo for
' me to appear, and my Perſon to repreſent in all
' or any Court or Courts, or other Places, as De-
' mandant or Defendant, in any Suit, Action or
' Appeal, for or by Reaſon of the Premiſſes; Like-
' wiſe Attorney or Attornies under him to ſet,
' ſubſtitute, and again to revoke; and generally
' to do, act and perform all other Matters and
' Things, in and to the Premiſſes requiſite and
' neceſſary, as fully as I my ſelf might or could
' do, were I perſonally preſent. And I do hereby
' ratify and confirm all and whatſoever my ſaid
' Attorney, or his Subſtitutes ſhall legally do or
' procure to be done in and touching the Premiſſes.
' *In Witneſs, &c.*

A War-

A Warrant to diſtrain for Copyhold *Rents*.

The Manor of *G.* } MEmorandum, *This Day of*, &c. *I* W. B. *Lord of the ſaid Manors of* M. *and* N. *have made, conſtituted and ordained* R. S. *of*, &c. *my true and lawful Attorney and Bailiff, to demand and receive of all and every the ſeveral and reſpective Copyhold Tenants of the ſaid ſeveral and reſpective Manors of* M. *and* N. *all and every the ſeveral and reſpective Copyhold Rents to me due and in Arrear; and I do hereby further appoint and authoriſe him the ſaid* R. S. *to levy the ſaid Copyhold Rents ſeverally and reſpectively by Diſtreſs of the ſeveral Goods of the ſeveral Perſons that ſhall refuſe or neglect to pay the ſame. And I deſire all my Copyhold Tenants, and others within the ſeveral Manors, reſpectively to be aiding and aſſiſting to my ſaid Bailiff in Diſcharge of his ſaid Service.* In Witneſs, *&c.*

G. B.

See **Act, Action, Alienation, Amercia-ment, Arrear, Bargainee, Condi-tion, Denial, Diſtreſs, Dower, Freehold, Freeholder, Reputation, Tender.**

Repair. If a *Copyholder* by the Cuſtom cuts down *Timber Trees* for *Reparations*, he ſhall have the *Trees*, *Lop*, *Top* and *Bark*; and though he cannot *repair* with the *Tops* and *Bark*, yet he may ſell them towards defraying the Charge in *Repairing*. 3 *Bulſt.* 281. *Sanford* and *Stephens*.

The Cuſtom is for Copyholders of Inheritance to cut *Timber* for *Repairs*; he nor his Leſſee cannot employ Trees fell'd with the *Wind* to any ſuch Uſe, in regard that thereby his ſpecial Property

perty ceaſeth; much leſs can Leſſee or Copyholder for Life by any ſuch Cuſtom take *Trees.* 1 *Keb.* 690.

Cuſtom, *&c.* that if a Copyholder ſuffer the Buildings to be out of *Repair*, that he ſhall be *amerced*, and that the Lord of the Manor may *diſtrain* the Cattle of ſuch Copyholder for the ſaid *Amerciament*, and likewiſe the Cattle of any Under-tenant *Levant* and *Couchant* on the Copyhold Lands: Adjudged a good Cuſtom, and that the *Amerciament* is a Charge on the Land, and not only Perſonal to the Copyholder; and for that Reaſon the Cattle of any Stranger may be *diſtrained.* *March* 161. *Thorn* againſt *Tyler.*

A Copyholder for Life cut down *Timber*, his Copyhold Tenements being out of *repair*, and this was found a *Forfeiture* upon a Trial in Ejectment; and upon a Bill in Chancery exhibited to be relieved againſt this Verdict, the Plaintiff inſiſted, that the *Timber* was but of ſmall Value, and that his Copyhold was out of *Repair*, and that the cutting the *Timber* was intended to *repair it*; the Lord Chancellor directed an Iſſue at Law, whether the primary Intention was to commit Waſte by felling this *Timber*; and it was found that it was not, and therefore he decreed that the Lord ſhould deliver Poſſeſſion of the Copyhold, and account for the *Meſne* Profits. 1 *Chan. Rep.* 95, 96.

See Quarenden.

Replevin. If a Copyholder will ſue a *Replevin* againſt the Lord, upon the Lord's lawful Diſtreſs for his *Rents* and *Services*, this is a *Forfeiture* ipſo facto. *Co. Copyhold. Sect.* 57. 1 *Roll's Rep.* 48. *Warn* and *Sawyer's* Caſe. But the Under-tenant may bring a *Replevin* againſt the *Meſne.*

The

The Form of a *Replevin* in a *Baron-Court.*

The Manor of, &c. } *G. B.* Steward of the Manor aforeſaid, to the Bailiff of the ſaid Manor, greeting:

FOraſmuch as that J. P. *hath found me ſufficient Security, as well for proſecuting his Suit which is for his Cattle, to wit, four Black Cows, which* E. B. *took and unjuſtly detains, as it is alledged; as alſo to make Return if Return is adjudged; therefore in Behalf of the Lord of the Manor aforeſaid, I command you to replevy and cauſe to be re-delivered to the aforeſaid* J. P. *the Cattle aforeſaid; and that you require the ſaid* E. B. *by good and ſafe Pledges, ſo that he be before me at the next Court to be held at,* &c. *the Twenty-third Day of* May, 1734. *to anſwer the aforeſaid* J. P. *in a Plea of taking and unjuſtly detaining his Cattle aforeſaid, and the like,* &c. *to me at the next Court certify, or,* &c. *this omit not at your Peril. Given under the Seal of my Office the Fifteenth of* March, *in the Seventh Year of the Reign,* &c. *in the Year of our Lord* 1733.

G. B. Steward (*L. S.*)

Condition of a Bond to the Steward, on granting a *Replevin.*

THE Condition of this Obligation is ſuch, That if the above bound J. P. *do appear at the next Court holden in and for the Manor of,* &c. *at,* &c. *on,* &c. *and then and there do proſecute his Action with Effect againſt* E. B. *for wrong-*

fully taking and detaining of the Cattle, to wit, of four Black Cows, as it is alledged, and do alſo make Return thereof, if Return ſhall be adjudged by Law; and alſo do ſave harmleſs and indemnified the above-named G. B. *Steward of the ſaid Manor, for, touching and concerning the Delivery of the ſaid Cattle, that then this preſent Obligation ſhall be void, or elſe to remain in full Force.*

Signed, ſealed and delivered (being firſt duly ſtamp'd) in the Preſence of us.

N. B. *The Proceedings in this Court in* Replevin, *are the ſame as in the County-Court.*

See Diſtreſs.

Replication is an Exception or Anſwer made by the Plaintiff in a Suit, to the Defendant's *Plea*: And it ought to contain Certainty, and not vary from the *Declaration*, but purſue and maintain the Cauſe of the Plaintiff's Action. It muſt be writ on a Double Penny Stamp.

Form of a *Replication.*

AND the ſaid William *ſaith that he ought not to be precluded from his ſaid Action againſt him the ſaid* John, *becauſe he ſaith that the ſaid* John *hath not paid to the ſaid* William *the ſaid Sum of twenty Pounds, in full Satisfaction and Diſcharge of all the ſeveral Sums of Money due from the ſaid* John *to the ſaid* William, *in ſuch Manner and Form as the ſaid* John *hath above alledged in his Plea; and this he prays may be inquired of by the Country; and the ſaid* John *prays likewiſe the ſame.*

Reputation. In *Replevin, &c.* the Defendant avowed for a Rent-charge, ſetting forth that *W. R.* was ſeiſed of the Manor of *W.* in Fee, of which Manor the Place where, *&c.* was Parcel, and that the ſaid *W. R.* made a Feoffment thereof to one *R. H.* rendring Rent, and that the ſaid *W. R.* being ſeiſed of the ſaid Rent, died ſeiſed, and the ſame deſcended to his Son and Heir, who was ſeiſed of the ſaid Rent as Parcel of the Manor, *&c.* and bargained and ſold the Manor, and all Rents reputed Part of the ſaid Manor, to the Father of the Avowant, and ſo derives a Title to himſelf, and avers that the Rent at the Time of the ſaid Bargain and Sale, and long before, was *reputed* Parcel of the Manor. Upon a Demurrer to this Avowry it was adjudg'd that this Rent did not paſs by the Bargain and Sale to the Father of the Avowant, becauſe there was nothing ſet forth in the Avowry to ſhew that it was ever Parcel of the Manor; as that the Bailiff of the Manor had accounted for it as Parcel of the Manor, or that the Leſſees of the Manor had enjoy'd the Rent as Parcel thereof; which Things, or the like, had been good Matter to induce a *Reputation*, that it was Part of the Manor; but the bare Averment, that it was Parcel of the Manor at the Time of the Bargain and Sale, is not ſufficient to induce a *Reputation* that it was ſo. 1 *Leon.* 13. *Foreman* againſt *Bohun.*

Reſcue. A Cuſtom of a Manor, that if a Tenant *reſcue* or drive away his Cattle from the Land when the Lord is coming to *diſtrain*, that in ſuch Caſe he ſhall be amerced by the Homage, and that the Lord may *diſtrain* for it, is good. *Godb.* 135.

See **Diſtreſs**, p. 154, &c.

Reſerve. See **Freehold.**

Reſiant. See **Leet**, p. 344.

Reverſion. Aſſignees of a *Reverſion* of Copyhold Lands ſhall take Advantage of Conditions and Covenants againſt the Leſſees of ſuch Lands, as fully as the Leſſees themſelves, their Heirs or Succeſſors might have done by Virtue of the Statute of 32 *H.* 8. *c.* 34. 3 *Lev.* 326.

In a Special Verdict in Ejectment, the Caſe was, Cuſtom of a Manor for the Lord to demiſe by Copy, for one, two or three Lives, and alſo to grant Copyhold Eſtates for Life in *Reverſion*; the Lord granted a Copyhold for Life to *T. S.* and afterwards he married, and then he granted the *Reverſion* of the ſame to *T. H.* for Life, and ſoon after died; then the firſt Copyholder for Life died, and *T. H.* the Copyholder in *Reverſion* entered, and made a Leaſe to the Defendant, warranted by the Cuſtom; afterwards theſe very Lands were aſſigned to the Widow of the Lord for her Dower, who brought an Action and recover'd, and made a Leaſe to the Plaintiff, who brought an Ejectment againſt the Leſſee of the Copyholder; and adjudged that this *T. H.* the Copyholder in the *Reverſion* ſhall hold the Lands diſcharged of the Dower; for though her Huſband married before he granted the *Reverſion*, yet the Copyholder was in by Virtue of the Cuſtom, which is *paramount* her Title of Dower. 1 *Leon.* 16. *Cham* againſt *Dover.*

A Cuſtom for a Lord of a Manor to grant Copyholds in *Reverſion*, but not without the Conſent of the Tenant in Poſſeſſion, is a void Cuſtom. *Goldſ.* 103. *Plimpton* againſt *Dobinett.*

Tenant for Life of a Manor granted a Copyhold in *Reverſion* to *T. S.* for Life, and ſoon afterwards died, then the Copyholder in Poſſeſſion died, and the ſucceeding Lord of the Manor granted the ſame Copyhold to *J. H.* it was held that this Grant of a Copyhold in *Reverſion* was not good;

good; but if it had come into Poſſeſſion whilſt the Lord of the Manor who granted it, had been living, though he was but Tenant for Life of the Manor, it had been good. *Moor p. 95.*

If a Man lets all the Demeſnes of a Manor for Life, rendring Rent, yet the *Reverſion* is Parcel of the Manor, and it ſhall paſs by the Grant of the Manor. *Dyer 6. 7 Eliz. 10.*

The Lord of a Manor cannot grant a Copyhold in *Reverſion*, without Special Cuſtom. *March Rep. 8.*

If a Copyholder in Fee ſurrendereth for Life, reſerving the *Reverſion*, and the Leſſee for Life dieth, the Copyholder ſhall not be admitted to his *Reverſion*, neither ſhall he pay a *Fine*, becauſe the *Reverſion* was never out of him. *Co. Cop. Sect. 56.*

Revocation is the Calling back of a Thing granted, or a Deſtroying and making void of ſome Deed, which had Exiſtence until the Act of *Revocation*, that made it void.

And a Man cannot by his Act make ſuch Authority, Power or Warrant, not countermandable, which by the Law, and in its Nature is countermandable. As if I make a Letter of Attorney to make Livery, or to ſue an Action in my Name, or if I aſſign Auditors to take an Account, or if I make one my Factor, or if I ſubmit my ſelf to an Arbitrament, although that theſe are done by expreſs Words *irrevocably*, yet they may be *revoked:* So if I make my Teſtament and Laſt Will *irrevocably*, yet I may *revoke* it; for my Act or my Words cannot alter the Judgment of the Law to make that *irrevocable*, which of its own Nature is *revocable*. 8 *Rep.* 82. *Vinyor's* Caſe.

Revoca-

Revocation *of a Letter of Attorney.*

'TO all, *&c.* I *A. B. &c.* ſend greeting: 'Whereas I the ſaid *A. B.* did in or about the 'Month of *January* laſt paſt, by a certain Writ'ing or Letter of Attorney, authoriſe and im'power *B. C.* of, *&c.* to demand, ſue for, re'cover and receive, as well of and from *C.* of, '*&c.* and *D. &c.* as of and from all other Per'ſons whatſoever, all Debts, Dues, Sums of Mo'ney, Goods, Effects and Things, due, owing, 'payable or belonging to him the ſaid *A.* [*or to 'that Effect*] as thereto Relation being had it 'doth and may more fully and at large appear. '*Now know ye*, That I the ſaid *A.* for divers 'good Cauſes and Conſiderations me thereunto 'moving, have revok'd, recall'd and countermand'ed, and by theſe Preſents do revoke, recall, 'countermand, and to all Intents and Purpoſes 'make null, void, and of none Effect, the 'ſaid recited Writing or Letter of Attorney, and 'all Powers and Authorities therein and thereby 'made, granted and given, and all other Things 'therein contain'd, and all Acts, Matters and 'Things which might or may be therein con'tain'd, and all Acts, Matters and Things which 'might or may be acted, done and perform'd by 'Virtue or Means thereof. *In Witneſs*, &c.

Right-Cloſe is a Writ which lieth for thoſe Tenants within *Antient Demeſne*, who hold their Lands and Tenements by Charter in Fee-ſimple, or in Fee-tail, or for Life, or in Dower; if any of them be ouſted of their Lands or Tenements, or diſſeiſed, *&c.* he, or his Heir, may ſue this Writ

directed to the Lord of *Antient Demeſne*, commanding him to do Right, *&c.* in his Court. *New Nat. Brev.* 23.

The Form of the Writ.

GEORGE *the Second, by the Grace of GOD,* of Great Britain, France *and* Ireland *King, Defender of the Faith,* &c. *To his* [*our*] (a) *Bailiff of* J. *greeting: We command you that* [*juſtly, and*] *without Delay, and according to the Cuſtom of our Manor of* J. *you do full Right to* A. *of one Meſſuage, with the Appurtenances in* J. *which* B. *has deforced him of; and let us hear no more Clamour for Defect of Right.* Witneſs, *&c.*

Upon this Writ he muſt make Proteſtation, to ſue in that Court the ſame Writ, in the Nature of what Writ he will declare.

The Form of Entry when ſuch Writ is brought in Court.

TO this Court came Robert N. *by* Nicholas B. *his Attorney, by Letters Patent of him the ſaid* Robert, *and delivered to the aforeſaid Bailiff a certain Writ, of our now Lord the King, cloſe to the ſaid Bailiff directed, in Form of Law, according to the Cuſtom of the Manor aforeſaid to be put in Execution; the Tenor of which was in the Words, following:*

(a) *Though the Writ is directed to the Bailiffs, yet the Suitors are Judges.* Mich. 17, 18. Eliz. Rot. 1381. *See* Benl. N. 254. *Sir* M. Hale's *Notes on* Fitz-Herbert's Nat. Brev. 4to. 23.

GEORGE,

GEORGE, &c. *To* J. *Bailiff of* S. *greeting: We command you, that juſtly and without Delay, and according to the Cuſtom of the Manor of* G. *you do full Right to* Robert N. *of two Meſſuages, &c. in* W. *and* H. *which* P. *and* C. *deforced him of, and let us hear no more Clamour for Defect of Right, &c. and thereupon the ſaid* R. N. *found Pledges to proſecute his Writ aforeſaid, to wit,* T. *and* W. *and made Proteſtation to proſecute that Writ in the ſame Court, in Form and Nature of* Aſſiſe of Novel Diſſeiſin *at Common Law, according to the Cuſtom of the Manor, ſaying that the aforeſaid* P. *and* C. *unjuſtly, and without Juſtice, have diſſeiſed him of his Free Tenements in* W. *and* H. *to wit, of the Tenements aforeſaid, with their Appurtenances, after the firſt, &c. and prayed Proceſs to be made thereon, according to the Cuſtom of the Manor aforeſaid, &c. therefore, according to the Cuſtom of this Manor, Precept is made to* T. H. *Under-Bailiff of this Manor, and Officer of this Court, That he cauſe thoſe Tenements to be re-ſeiſed, together with the Chattels which were taken thereon, and the ſame Tenements, with their Appurtenances, to be in Peace until next Court, to be held before the ſaid Bailiff and Suitors of the ſame Court, to wit, on Thurſday next enſuing, at* S. *and in the mean Time to cauſe Twelve free and lawful Men of the Neighbourhood of* W. *and* H. *aforeſaid, within the Precincts of the ſaid Manor, to view the ſaid Tenements, and to have a Panel with all their Names; and that he ſummon them by good Summoners, that may be then here, to wit, at* S. *to be ready thereon to make Inquiry; and that* P. T. *aforeſaid, their Bailiff, be put by Pawns and ſafe Pledges, if he cannot be found, That he be then here at* S. *to hear that Inquiry, &c. and that he have there the Names of the Pledges, Summoners, and the ſaid Precept thereon to him*

directed. And the ſame Day is given to the ſaid R. N. *&c.*

At the Day of the Precept and Proceſs being returned, the Defendant ought to appear and plead in Bar, or unto the Writ, or other Matter, in ſuch Form as ſhall be in an Aſſiſe at the Common Law; and if the Proteſtation be made in the Nature of another Writ, then the Precept ſhall be according unto the Nature of the Proceſs which is given in ſuch Writ; and the Tenant, when he cometh in, ſhall plead as he ſhall do in ſuch Writ ſued againſt him at the Common Law; for the Nature of the Proteſtation doth alter and change the Manner of pleading for the Tenant. *New Nat. Brev.* 25.

And if Falſe Judgment be given in this Writ, the Party Tenant or Demandant may ſue a Writ of Falſe Judgment thereupon. *Ibid.*

But he who holdeth Land in *Antient Demeſne*, by Copy of Court-Roll, at the Will of the Lord, who is *called* Tenant by baſe Tenure, if he be ouſted of his Lands or Tenements there in *Antient Demeſne*, he ſhall not have this Writ of *Right Cloſe*, but he ought to ſue by Bill in the Court of the Lord of the Manor, and ſhall make Proteſtation to ſue there in the Nature of what Writ he will. But if Falſe Judgment be given againſt him in that Court, he ſhall not have a Writ of Falſe Judgment thereupon at the Common Law, nor other Remedy, but to ſue unto the Lord by Way of Petition. *Ibid.*

When the Writ of *Right-Cloſe* cometh unto the Lord, or unto his Bailiffs, the Lord ought to hold his Court, and to proceed thereupon according to Law, *&c.* and if the Lord will not hold his Court, then the Demandant may ſue a Writ out of the Chancery, directed unto the Lord, commanding

manding him to hold his Court, *&c.* and if he will not hold it, then the Demandant may ſue an Attachment againſt the Lord, directed unto the Sheriff, returnable in the Common Pleas or King's Bench, and thereupon the Demandant ſhall recover his Damages. *Ibid.* 26.

And if the Writ of *Right-Cloſe* be directed unto the Bailiffs, *&c.* and they will not hold the Court, then he may ſue ſuch a Writ unto the Bailiffs, commanding them to hold their Court; and if they will not ſo do, he may ſue an Attachment againſt them, directed unto the Sheriff, returnable as aforeſaid, *&c.* *Ibid.*

Right-Patent. This is in its Nature the higheſt Writ in Law; and lies properly where a Man is ſeiſed in Fee-ſimple, and another recovereth the Land againſt him by Default, in a *Præcipe quod reddat.* Now he who hath loſt by Default, ought to ſue this Writ. Or if a Man ſeiſed in Fee-ſimple, dies ſeiſed of ſuch an Eſtate, and a Stranger doth abate, and enter into the Land, and deforceth the Heir, the Heir may ſue this Writ againſt the Tenant of the Freehold of the ſame Land. *New Nat. Brev.* 1, 2.

The Form of a *Recovery* in Nature of a Writ of *Right-Patent.*

'TO *this* Court came *A. B.* of, *&c.* in his proper Perſon, and complains againſt *B. W.* in a Plea of Land, to wit, of one Meſſuage, *&c.* with the Appurtenances in, *&c.* held of this Manor, by Copy of Court-Roll, and made Proteſtation to proſecute his Suit aforeſaid, in Nature and Form of the King's Writ of *Right-Patent*, at Common Law, according to the Cuſtom of the Manor aforeſaid, and found Pledges to proſecute his ſaid Suit in this Court, to wit,

'J. D. and R. R. and prayed Proceſs thereupon
'to be made againſt the aforeſaid B. W. accor-
'ding to the Cuſtom of the Manor aforeſaid;
'therefore according to the Cuſtom of this Ma-
'nor, Precept was made to J. V. Bailiff of the
'Manor aforeſaid, and to the Officers of the ſame
'Court, that they ſummon the aforeſaid B. W.
'ſo that he be here at the next Court to be held
'at, &c. on, &c. to anſwer the aforeſaid A. B.
'in the Plea aforeſaid, and that then he have
'there the Name of the Summoners and this Pre-
'cept; and the ſame Day is given, &c. and
'accordingly to this Court came the aforeſaid
'B. W. in his proper Perſon, and profer'd him-
'ſelf freely to anſwer the aforeſaid A. B. in
'the Plea aforeſaid, and his good Summoners, to
'wit, J. D. R. R. according to the Cuſtom of
'the Manor aforeſaid; and thereupon accordingly
'to this Court came the aforeſaid A. B. to wit,
'in his proper Perſon, and complained againſt
'the ſaid B. W. of one Meſſuage, &c. aforeſaid,
'with the Appurtenances in &c. aforeſaid, held
'of this Manor by Copy of Court-Roll, as his
'Right and Inheritance; whereupon he ſaith,
'that he himſelf was ſeiſed of the Tenements
'aforeſaid, with the Appurtenances in his De-
'meſne, as of Fee and Right, according to the
'Cuſtom of the Manor aforeſaid, in Time of
'Peace, in the Time of our Lord the King that
'now is, by taking the Profits thereof, to the
'Value of, &c. and that ſuch is his Right, &c.
'And the aforeſaid B. W. comes and defends his
'Right, &c. when, &c. and his Seiſin, of which
'Seiſin, &c. as of Fee and Right, &c. and chiefly
'of the Tenements aforeſaid, with the Appurte-
'nances, and the whole, &c. and puts himſelf
'upon the Homage aforeſaid of our Lord the King,
'according to the aforeſaid Cuſtom of the Manor

'afore-

aforeſaid, and pray'd Enquiry to be made, whether he hath the greateſt Right to hold the Tenements aforeſaid, with the Appurtenances, or the aforeſaid *A. B.* as he above ſeeketh, *&c.* and the ſaid *A. B.* prayed Licence to imparl until Eleven of the Clock in the Forenoon of the ſame Day, and hath it; and the ſame Hour is given to the ſaid *B. W. &c.* and afterwards the ſaid *A. B.* came again into the ſame Court, the ſame Day and Hour aforeſaid, in his own proper Perſon; and the aforeſaid *B. W.* being ſolemnly call'd, appeared not, and made Default, and is in Contempt of the ſaid Court; therefore according to the Cuſtom of the Manor aforeſaid, *&c.* [*Here proceed to Judgment as in Recovery.* See **Recovery**] *then the Plaintiff muſt be admitted, and the Defendant muſt releaſe to the Plaintiff with Warranty, as in the former* Recovery.

See **Appearance.**

Riot. See **Charge**, p. 93. **Leet** p. 350.

Ringewode. See **Elyng.**

Rip-Silver. See **Gavel-rip.**

Rochford, Co. *Eſſex.* On *Kings-hill* at *Rochford*, every Wedneſday Morning next after *Michaelmas* Day, at Cocks crowing, there is, by an antient Cuſtom, a Court held by the Lord of the Honor of *Raleigh*, which is vulgarly called the *Lawleſs Court.* The Steward and Suitors whiſper to each other, and have no Candles, nor any Pen and Ink, but ſupply that Office with a Coal; and he that owes Suit or Service thereto, and appears not, forfeits to the Lord double his Rent every Hour he is abſent. The Court is called *Lawleſs*, becauſe held at an unlawful or lawleſs Hour. The Stile of the Court is in Monkiſh *Latin* Rhime, which ſee at Large in *Blount's Tenures*, p. 147.

Rodely, Co. *Glouceſter.* Certain Tenants of this Lordſhip, pay to the Lord of the Manor a Rent called *Pride-Gavel*, as a Duty and Acknowledgment to him for their Liberty and Privilege of Fiſhing in the River *Severn* for *Lampreyes*. And in the ſame Lordſhip there is another Rent called *Sand-Gavel*, which is a Payment due to the Lord, for Liberty granted to the Tenants to dig up *Sand* for their Uſe. *Taylor of Gavelkind* 112, 113.

Rodland ſignifies Land let out and occupied by the Rod. *Somner* 117.

Roll. A *Court-Roll* is ſo called, becauſe all the Proceedings of the Court are uſually entered on a long Roll of Parchment unſtamp'd.

A *Copyholder* moved the Court that the Steward might be ordered to bring in the *Court-Roll* to enable him to defend his Title; but the Court denied it. *Stile* 128.

If Copy of *Court-Rolls* are ſhewed to prove a Cuſtomary Eſtate, the Enjoyment of ſuch Eſtate muſt alſo be proved, otherwiſe the *Proof* is not good. *Stile* 450.

If the Steward ſheweth a *Court-Roll* to a *Copyholder*, to prove that his Land is holden by Copy, and the *Copyholder* ſaith he is a Freeholder, and ſheweth a Deed, pretending thereby to procure his Land to be Freehold, and teareth in Pieces the *Court-Roll*, this is a *Forfeiture* ipſo facto. *Co. Copyh. Sect.* 57.

The

The Form of making up a *Court-Roll.*

The Manor of *Glatton* with *Holme*, in the Co. of *Huntingdon.* } The View of Frank-pledge, with the Court-Baron of *J. C.* Esq; held at *Glatton* aforesaid, in and for the Manor aforesaid, the Sixth Day of *April*, in the Seventh Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* and in the Year of our Lord God, 1734. before me,

G. B. *Steward.*

The Names of the Leet Jury.		*The Names of the Homage Jury.*	
Jacob Abny,	*Sworn.*	Joseph Shory,	*Sworn.*
William Jones,		Richard Duke,	
James Johnson,	*Sw.*	Thomas Phillips,	*Sw.*
Thomas Truby,		William Simms,	
Edward Cocks,		Thomas James,	
Thomas Brewer,		John Thomas,	
John Prior,	*Sw.*	Samuel Jones,	*Sw.*
Samuel Watts,		Nicholas Car,	
John Trowel,		Charles Mears,	
William Warner,		William Shute,	
Thomas Yarrow,	*Sw.*	Thomas Eyre,	*Sw.*
Stephen Shanks,		Isaac Leach,	
Joseph Chandler,		Joseph Briggs,	

TO this Court *it is presented by the Jury of Homage, That* M. R. *late a Customary Tenant of the Manor aforesaid, who held to him and his*

his Heirs of the Lord of the Manor aforeſaid, according to the Cuſtom of the Manor aforeſaid, one Cottage or Tenement, one Feeding Part, &c. ſituate, lying and being in the Manor aforeſaid; ſince the laſt Court, died ſeiſed thereof, and that R. S. *his Son, is next Heir, and of full Age.* Now to this Court *came the ſaid* R. S. *in his own proper Perſon, and humbly craved of the Lord of the Manor aforeſaid, that he might be admitted Tenant to the Premiſſes aforeſaid, and the Lord of the Manor aforeſaid, by his Steward aforeſaid, did deliver Seiſin thereof by the Rod,* To have and to hold *all and ſingular the ſaid Premiſſes to him the ſaid* R. S. *his Heirs and Aſſigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Cuſtom of the ſaid Manor by Fealty, Suit of Court, Cuſtom, and yearly Rent, and all other Services heretofore owing and of Right accuſtomed, ſo always ſaving the Right of the Lord the aforeſaid* R. S. *is admitted Tenant thereto, in Form aforeſaid, and paid to the Lord for the ſame, the Fine as in the Margin, and did Fealty to the Lord.*

Quit-Rent 4 *d.*
Fine 1 *s.* 4 *d.*

The Steward muſt alſo exactly enter the ſeveral Preſentments and By-Laws. [See **By-Laws, Preſentment.**]

G. B. *Steward.*

See **Copyholder, Evidence.**

Ruddeſtrip. See **Graſton.**

Ryegate, Co. *Surrey.* By the Cuſtom of this Manor any Tenant may fell *Timber-Trees* upon his Copyhold without Licence from the Lord, provided ſuch *Timber* be employed about building and repairing his Copyhold; and likewiſe if a Tenant dieth ſeiz'd of ſeveral Freehold Lands and Tenements, there is but one *Heriot* due to the Lord; and if

a Tenant dieth ſeiſed of ſeveral Copyhold Lands and Tenements, the Lord ſhall have but one Heriot. *From a MS. Preſentment in the Library of the Maſter of the Rolls, dated* 1655.

Sac is an antient Privilege which the Lord of a Manor claims to have in his Court, of holding Pleas, and of impoſing Fines and Amerciaments upon Tranſgreſſors in that Court. *Taylor of Gavelkind* 179.

Sale, the Cuſtom of the Manor of *Porcheſter*, that all *Sales* of Lands within the Manor ſhall be preſented by the Tenants in open Court; and if a Feoffment is made and not preſented, *&c.* the Livery and Seiſin ſhall be void; this is a good Cuſtom, though it was objected, That by the Feoffment an Intereſt is veſted in the Feoffee, which ſhall not be deveſted by the Cuſtom; but adjudg'd, that the Livery is only to give Notice of the Tranſmutation of the Poſſeſſion, and therefore a Cuſtom which addeth more Solemnity and Notice, is good. 5 *Rep.* 84. *Perriman's* Caſe.

Sand-Gabel. See **Rodely.**

Satisfaction. See **Acknowledgment.**

Schipton, Co. *Glouceſter. William le Moyne* held this Manor of the King by Serjeanty, by keeping the King's Larder. *Pla. Stin. de Anno* 5 *Hen.* 3 *Glouc. Blount* 56.

Scold.

Scold.

A Precept to bring a Scold *to be tried at a Court-Leet.*

The Manor of *Stilton*, in Co. *Huntingdon.* } *G. B.* Steward of his Majeſty's Court-Leet, holden this preſent Day, in and for the ſaid Manor: To the Conſtable of the Manor aforeſaid, and Officer of the ſaid Court, greeting;

FOraſmuch *as* E. P. *of the Pariſh of* S. *in the ſaid County, Spinſter, otherwiſe called* E. *the Wife of* R. T. *of the aforeſaid Pariſh of* S. *in the County aforeſaid, Labourer, was at his Majeſty's ſaid Court, holden before me this preſent Day, by the Oaths of twelve honeſt and lawful Men of the Manor aforeſaid, preſented for her being a common Scold at the Pariſh aforeſaid, in the County aforeſaid, within the Juriſdiction of the ſaid Court, as well with her Neighbours as with other the Liege People of the King, whereby they are much moleſted, diſquieted and grieved, (againſt the Peace of the ſaid King, his Crown and Dignity) to the great Diſturbance and Diſquiet of his Majeſty's Liege People, and againſt his Peace: Theſe are therefore to command you to cauſe the ſaid* E. P. *to come before me, or my ſufficient Deputy, at the next Court-Leet of our Sovereign Lord the King, to be holden at* S. *aforeſaid, in the County aforeſaid, (within the Juriſdiction of the ſaid Court) upon Saturday the Second Day of* October *next enſuing, to anſwer the Premiſſes; and further to do and receive as the ſaid Court of the ſaid King ſhall*

ſhall conſider of her in that Behalf; and have you there this Precept. Given under my Hand and Seal at S. aforeſaid, the Tenth Day of April, *in the Seventh Year of the Reign of our Sovereign Lord* George *the Second, by the Grace of God, of* Great Britain, France *and* Ireland *King, Defender of the Faith, &c.*

See Charge, p. 95.

Scrivelby, Co. *Lincoln.* This Manor is in Poſſeſſion of the *Dimocks*, who had it by Deſcent from the *Marmions*, by *J. Ludlow*, and is held by Grand Serjeanty, *viz.* that whenſoever any King of *England* is to be crown'd, the Lord of this Manor, for the Time being, or ſome in his Name, if he be unable, ſhall come well armed, upon a good War-Horſe, into the Preſence of our Lord the King, on the Day of his Coronation, and ſhall cauſe it to be proclaim'd, That if any one ſhall ſay that our ſaid Lord the King has not a Right to his Crown and Kingdom, he is ready to defend with his Body, the Right of the King and Kingdom, and the Dignity of his Crown, againſt him and all others whatſoever. *Cam. Brit. p.* 567. *His Fee for ſo doing is a Gold Cup and Cover, with the Horſe he rides, the Saddle, Armour and Furniture.*

Secundum conſuetudinem curiæ. In Treſpaſs for taking his Goods, *&c.* the Defendant pleaded that *E. S.* was ſeiſed in Fee of the Manor of *H. &c.* and that in a Court-Baron held there on ſuch a Day, a Plaint was levied, *&c.* againſt one *Britton*, for a certain Sum, who not appearing, an *Attachment* was awarded againſt him, *Secundum conſuetudinem curiæ*, directed to the Defendant, being Bailiff of the Court, *&c.* and upon a Demurrer to this Plea it was objected that it was ill, for that the Proceſs was irregular, it being an *Attach-*

Attachment; whereas in a Court-Baron a *Summons* is the firſt Proceſs, and not an *Attachment*: But adjudged that the Defendant having pleaded that the *Attachment* was awarded *Secundum conſuetudinem curiæ*, it ſhall be intended to be after the *Summons*; however, it is no more than Miſawarding the Proceſs, which ſhall not make the Officer Guilty, where the Court hath an original Juriſdiction of the Cauſe, and in the Matter. 2 *Roll. Rep.* 493. *Turbervill* againſt *Tipper*.

Secundum conſuetudinem manerii, [according to the Cuſtom of the Manor] *Anno* 25 *Eliz.* in a Special Verdict in Ejectment, it was adjudged, that by the Words (any Intereſt or Eſtate for *Life*) in the *Statute* 31 *H.* 8. that a Copyhold Eſtate for *Life* was comprehended; for though Copyholders are accounted Tenants at Will, yet they are not ſimply ſo; but *Secundum conſuetudinem Manerii*, which Cuſtom warrants his Eſtate for Life; and though ſuch an Eſtate is by Cuſtom, and not by Conveyance, yet a Poſſeſſion warranted by Cuſtom is an Eſtate, and ſo accounted in Law. 1 *Leon. p.* 4.

A Cuſtom of a Manor, that Lands within the ſaid Manor of which the Owner is ſeiſed in Fee, ſhall paſs by Surrender, is good; and therefore where the Plaintiff declared that he was ſeiſed in Fee, *&c. ſecundum conſuetudinem Manerii*, and being ſo ſeiſed, did ſurrender the ſame, *&c.* this was adjudged a good Declaration. 3 *Bulſt.* 230. *Elkin's* Caſe.

The Earl of *Arundel* being ſeiſed in Fee of the Manor of *B.* made a Feoffment thereof to the Uſe of himſelf for Life, Remainder to the Uſe of the Lord *Lumley*, and *Elizabeth* his Wife, (who was the Daughter of the ſaid Earl) and to the Heirs of their two Bodies, *&c.* The Lord *Lumley* made a Leaſe of the Copyhold to the Plaintiff for

for 100 Years; it was argued, that by this Leaſe, the Cuſtoms were gone, and by Conſequence the Cuſtomary Tenure; for the Leſſee cannot hold *Secundum conſuetudinem Manerii*, becauſe the Services are *extinguiſhed*: But adjudged, that the Copyhold ſtill remains, and that if any Diſadvantage ariſes to the Lord, it is by his own Act, againſt which he ſhall not be relieved. 2 *Leon. p.* 202. *Beal* againſt *Langley*.

The Father being ſeiſed of Copyhold Lands, deviſed the Guardianſhip of his Son to one, and the Lord of the Manor granted it to another; and in Replevin he pleaded, that *eo quod* it belonged to him, *Secundum conſuetudinem manerii de* B. to aſſign Guardians to Infants Copyholders of the ſaid Manor; he did aſſign *M. B.* to be Guardian to ſuch an Infant Copyholder, *&c.* and at a Court, *&c.* holden ſuch a Day, he did admit her Guardian, and afterwards admitted the Infant, *&c.* it was held that this Plea was ill, becauſe the Defendant did not poſitively ſet forth that there was ſuch a Cuſtom within that Manor, for the Lord to aſſign Guardians, *&c.* it ſhould have been, that *infra manerium prædict' talis habetur conſuetudo*, and then he ſhould have ſet forth the Cuſtom; it had been good likewiſe if he had pleaded *eo quod* it belonged to aſſign Guardians, *&c. & a tempore cujus contrarii memoria hominum non exiſtit, &c. Cro. Eliz.* 185. *Latch* 138. *Allen* 68.

Sedgley, Co. *Stafford*, the Cuſtom of the Manor was, if a Copyholder make a Leaſe without *Licence* of the Lord for one Year, and dies within the Term, it ſhall be void againſt the Heir. By the Court: It is a good Cuſtom; for then the Lord may know his Tenant, and the Tenant may have the Eſtate, and pay his Fine. It is void by the Act of GOD; but had the Cuſtom been,

that

that if a Copyholder within the Year ſurrender his Copyhold, that the Leaſe ſhall be void; this is an unreaſonable Cuſtom. *Lit. Rep.* 233. *Turner* and *Hodges*.

Seigniory. If the Lord granteth away the Inheritance of his Copyholders, or demiſeth all his Lands granted by Copy to another for 2000 Years, the Grantee in the one Caſe, and the Leſſee in the other, have a Kind of *Seigniory* in Groſs, and may keep a Cuſtomary Court, where the *Steward* ſhall be Judge, and ſhall take Surrenders, and make Admittance; and this in the Eye of the World is a Manor, though in the Judgment it cometh far ſhort of one. *Co. Copyh. Sect.* 31.

Seiſe. See **Claim, Forfeiture, Heriot, Proclamation, Rent.**

Sell. See **Trees.**

Selion. A *Selion* of Land ſignifies a Ridge of Land, but contains no certain Quantity. *Co. Lit.* 5. *b.*

Serjeanty, ſignifieth in Law a Service that cannot be due from a Tenant to any Lord, but to the King only; and is either *Grand* or *Petit Serjeanty*. The firſt is a Tenure whereby one holds his Lands of the King by ſuch Services as he ought to do in Perſon to the King at his Coronation; and may alſo concern Matters Military, or Services of Honour in Peace; as to be the King's Butler, Carver, *&c.* The ſecond is, where a Man holds Lands of the King to furniſh him yearly with ſome Thing towards his Wars. *Co. Lit.* 105, 108. But this is now deſtroyed by 12 *Car.* 2. *cap.* 24. except the Honourary Services of *Grand Serjeanty*, which are therein excepted.

Service is that Duty which the Tenant, by Reaſon of his Eſtate, oweth to the Lord.

Services, by general Acceptation are manifold, but ſtrictly they are but threefold. 1. *Corporal*; 2. *Annual*; 3. *Accidental*.

Corporal Services are of two Sorts; *Services* of Submiſſion; as Homage and Fealty. *Services* of Profit; as when the Lord enjoins his Tenants to amend the Highways, repair his Pales, or be his Butler or Carver, *&c.*

Annual Services are in Number infinite, but in Nature all one; for they all tend to the inriching the Lords; and are reſerved as well for the Copyhold Lands as Freehold Land; though in the *Saxon* Time, and long after the Conqueſt, they were ſeldom or never reſerved for Copyhold Land, but only for Freehold.

Accidental Services differ from Corporal and Annual *Services* in this, that moſt Accidental *Services* are incident to the Fee, and are due without Special Reſervation of the Lord.

The Lord comes to the Copyholder and requires him to do his *Services*, and the Copyholder anſwers, you ſhall have them, if they are due by Law, but it ſhall be tried at Law firſt; this was adjudged to be no *Forfeiture* in *Paſch.* 16 *Eliz. Vernon* and *Huggins*, cited in *Latch*, *p.* 122. *Grey* and *Ulyſſes*'s Caſe.

See **Amerciament, Attornment, Diſtreſs, Ejectment, Relief.**

Severance. A Feme Covert and *J. S.* are Tenants for Life of a Copyhold, *J. S.* ſurrenders his Moiety to the Husband of the Feme, this is a *Severance* of the Jointure; ſo that he is Tenant in Common with his Wife. 2 *Roll. Abr.* 88. *Lane* and *Pannel*.

See **Freehold, Jointenants.**

Sewers. 'By **Stat.** 7 *Annæ*, *c.* 10. Commiſſioners of *Sewers* may after the 25 of *March* 1709. or any Six of them, for Nonpayment of

'any Lot or Charge aſſeſſed on *Copyhold* Lands, 'decree the ſame from the Owners, and their 'Heirs, to any Perſon, and for ſuch Eſtate as they 'had at the Time of the Decree ſo made; ſuch 'Decree to be executed as Decrees are concerning 'Freehold.

'*Proviſo* that the Perſon to whom ſuch *Copy-* '*hold* Lands are ſold, before he ſhall enter or take 'any Profits, muſt agree with the Lord of the Ma- 'nor for the *Fine* uſually paid, and at the next 'Court the Lord ſhall grant the Copyhold to the 'Vendee, and admit him Tenant.

'The Commiſſioners of *Sewers*, or ſix of them 'may, by Warrant under their Hands and Seals, 'impower any Perſon to levy the Money by them 'aſſeſſed on the Lands, Meadows, Marſhes or 'Grounds, chargeable with any Ceſſes, by Vir- 'tue of their Commiſſion, by Diſtreſs and Sale of 'their Goods, *&c.*

Sextary-Land was ſuch as appertained to the Office, and was intruſted to the Care of the *Sa- criſt* or *Sexton*, and was deſigned chiefly to the Up- holding and Maintenance of the Church or Tem- ple, both in the Fabrick and Ornaments. *Somner* 120.

Shacke. Between Sir *Edward Clere* and *Miles Corbett*, Eſq; It was reſolved in a Caſe concerning the Parſonage of *Marham*, in the County of *Nor- folk*, That whereas in the County of *Norfolk*, there is a Special Manner of *Common* called *Shacke*, which is to be taken in arable Land, after Harveſt, until the Land be ſowed again, *&c.* and that be- gan in antient Time in this Manner: The Fields of arable Lands in this Country doth conſiſt of the Lands of ſeveral Perſons lying intermix'd in ſeveral ſmall Parcels, ſo that it is not poſſible for any of them, without Treſpaſs to others, that they can feed their Cattle in their own Land; and there- fore

fore every one doth put in their Cattle to feed promiſcuouſly in the open Field. Theſe Words, to have *Shacke*, is as much as to ſay go at Liberty, or at Large: In which the Policy of Old Times is to be obſerved, That the Severance of Fields in ſuch ſmall Parcels to ſo many ſeveral Perſons, was to avoid Incloſure, and to maintain Tillage. But it is to be marked, That the ſaid *Common* called *Shacke*, which in the Beginning was but in the Nature of a Feeding, becauſe of *Neighbourhood*, for avoiding of Suit, within ſome Places of that Country, is by Cuſtom altered into the Nature of a *Common* Appendant or Appurtenant; and in ſome Places it retaineth its original Nature: And the Rule to know it is the Cuſtom and Uſage of every ſeveral Town or Place; for *conſuetudo loci eſt obſervanda.* And therefore if in the Town of *D.* (for Example ſake) one who hath purchaſed divers Parcels together, in which the Inhabitants have uſed to have *Shacke*, and long Time ſince have incloſed it, and notwithſtanding always after Harveſt, the Inhabitants have had *Shacke* there by paſſing into it by Bars or Gates with their Cattle, there it ſhall be taken as *Common* Appendant or Appurtenant, and the Owner cannot exclude them of *Common* there, notwithſtanding that he will not *Common* with them, but hold his own Lands ſo incloſed in Severalty; and that is proved by the Uſage; for notwithſtanding the antient Incloſure, the Inhabitants have had *Common* there. But if in the Town of *S.* the Cuſtom and Uſage hath been, That every Owner of the ſame Town hath incloſed their own Lands from Time to Time, and ſo have held it in Severalty; there this Uſage proveth, That it was but in the Nature of *Shacke* originally for the Cauſe of *Neighbourhood*, and ſo continueth; and therefore there he may incloſe and hold in Severalty, and exclude himſelf to have

Shacke with the other. And although that in the ſaid Town of *D.* the Uſage hath been that notwithſtanding the Incloſure by divers Inhabitants of late Times, the other Inhabitants have had *Shacke* there; yet if a Man hath an antient Cloſe of antient Time taken out of the Field, and he and all thoſe whoſe Eſtate he hath, hath holden the ſame always in Severalty, he may well keep the ſame incloſed; for as to ſuch Parcel ſo antiently incloſed, the *Shacke* there doth retain his antient and original Nature; and he who claimeth *Shacke* there, cannot preſcribe to have *Common* in it. Mark well this Reſolution, which ſtanding with Reaſon, and no Inconvenience, Innovation, or Cauſe of Suits or Trouble can thereupon ariſe, but Quiet and Repoſe ſhall be thereby in many Caſes eſtabliſhed. At the firſt the Court was utterly unknowing of the Nature of this Common called *Shacke*. It was alſo reſolved at the ſame Time, That if the *Commons* of the Town of *A.* and of the Town of *B.* are adjoining, and that one ought to have *Common* with the other, by the Rule of *Neighbourhood*, and in the Town of *A.* there are fifty Acres of *Common*, and in *B.* there are an hundred Acres of *Common*; in that Caſe the Inhabitants of the Town of *A.* cannot put more Cattle into their *Common* of fifty Acres than the ſame will feed, without any Reſpects to the *Common* within the Town of *B. nec e converſo.* For the original Cauſe of this *Common* for Cauſe of *Neighbourhood*, was not for Profit but for preventing of Suits in a Champian Country; for the reciprocal Eſcapes of the one Town in the other; and therefore if the Town of *A.* will feed fifty Beaſts, it is no Prejudice to one or the other if the Cattle of one Town eſcape and feed in the *Common* of the other Town reciprocally; for if all the Cattle

Cattle feed promiſcuouſly together through the whole, there ſhall not be Prejudice to the one or the other. 7 *Rep.* 5. Sir *Miles Corbet*'s Caſe.

Shaw. See **Tony.**

Shawe in old Deeds, ſignifies a Wood. *Co. Lit.* 4. *b.*

Shewſtone Co. — There being a Court-Leet within this Manor; and the Jury having Time out of Mind, choſe one of the Tenants and Inhabitants of the ſaid Manor to be *Conſtable*, who, when choſen, is by Cuſtom to ſerve that Office for the enſuing Year, or to forfeit a reaſonable Sum to be impoſed on him by the Jury; and *T. S.* being choſen *Conſtable* as aforeſaid, was ordered to take upon himſelf that Office, under the Penalty of 40 *s.* of which he had Notice, but neglected; all which was preſented at the next Court, ſo that he had forfeited 40 *s.* for which the Bailiff of the Lord of the Manor diſtrained, and in Replevin pleaded all this Matter, to which Plea the Plaintiff *T. S.* demurred; and it was adjudg'd, that of Common Right, the *Conſtable* is to be choſen at the *Leet* by the Jury, then and there ſworn; and if the Perſon ſo choſen is preſent in Court, and refuſeth to take upon him the Office, then for ſuch Refuſal, the Steward may ſet a Fine on him; and if he is not preſent in Court, then the Jury may preſent his Refuſal at the next Court-*Leet*; and in ſuch Caſe he is to be amerced; but a Diſtreſs cannot be taken for ſuch Amerciament, without a Cuſtom ſo to do; beſides, the Form of this Plea is not good; for to alledge that he had Notice of the Order to take upon him the Office, is not ſufficient; he ſhould have alledged that the Perſon thus choſen was ſummon'd to appear before a *Juſtice of Peace* to be ſworn, *&c.* 1 *Salk.* 175. *Fletcher* againſt *Ingram.*

Shirefeld, Co. *Southampton*, *John de Warbleton* held this Manor by Grand Serjeanty, to wit, by the Service of being Marſhal of the Whores, execute Maleſactors, and meaſure the Gallons and Buſhels in the King's Palace. *Trin. Hill.* 13 *Ed.* 2. and *Paſ.* 1 *Ed.* 3. *Blount* 126.

Shoxford. See **Exeter.**

Shrewsbury. In the Twentieth Year of King *Edward* the Firſt, *Laurence Benne*, Tenant in an Aſſiſe, pleaded that he had Seiſin in certain Tenements, by Virtue of a Deviſe in a Laſt Will; and that it was lawful by the Cuſtom of the City of *Shrewſbury*, for one who had purchaſed Tenements there, to Deviſe them by his Laſt Will. The Jury found that there was ſuch a Cuſtom in the ſaid City, and that *Laurence* had rightful Entry by the Cuſtom of the ſaid City: The Judgment of the Court paſſed for *Laurence*. *Maddox's firma Burgi*, *p.* 127, 128.

Sibertoſte, Co. *Northampton*. This Manor was held by *Nicholas de Archer*, by the Service of carrying the King's Bow through all the Foreſts in *England*. *Camd. Brit.* 524.

Singelton parva, Co. *Lancaſter*, was held by *Thomas de Singelton*, by the Service of executing Attachments and Executions on the King's Writs, and Attachments on Pleas of the Crown, in the Wapentake of *Amonderneſs* and *Blakeburnſchire*. *Pla. Cor. Anno* 20 *Edw.* 1. *Lanc'*.

Skulton, alias *Burdos*, alias *Burdelois*, Co. *Norfolk*, is held by this Tenure; that the Lord thereof, on the Coronation-Day of the Kings of *England* ſhould be chief Lardiner. *Camd. Brit.* 459.

Slapton, Co. *Devon*. *Hugh Courtenay*, Eſq; Son and Heir of Sir *Hugh Courtenay*, Knt. held this Manor of the Biſhop of *Exeter*, by the Service of being Steward at the Inſtallation Feaſt of every Biſhop of that See. The Particulars where-

of

of were, after ſome Controverſy, thus aſcertained by *Walter Stapledon*, then Biſhop of *Exeter*, and his Dean and Chapter, under their Seals, at *Newton Plymton*, the Morrow after the Feaſt of Saint *Thomas* the Apoſtle, *Anno Domini* 1308. 2 *Edw.* 2.

That the ſaid *Hugh*, or his Heirs, ſhall at the firſt coming of the Biſhop to *Exeter*, meet him at the Eaſt-Gate of the City, when he deſcendeth from his Horſe, and then going a little before him on the Right Hand, ſhall keep off the Preſs of the People, and attend him in the Choir of the Cathedral Church, there to be inſtalled; and ſhall at the inſtalling Feaſt ſerve in the firſt Meſs at the Biſhop's own Table.

In Conſideration of which Service, the ſaid *Hugh Courtenay*, and his Heirs, ſhall have for their Fee, four Silver Diſhes of thoſe which he ſhall ſo Place at the firſt Meſs, two Salt Cellars, one Cup, wherein the Biſhop ſhall drink at that Meal; one Wine Pot, one Spoon and two Baſons, wherein the Biſhop ſhall then waſh; all which Veſſels are to be of Silver. Provided the ſaid *Hugh*, or his Heirs, being of full Age, do attend his Service in Perſon, if not hindred by Sickneſs or the King's Writ, *&c.* then to appoint ſome worſhipful Knight to ſupply the Place by a Deputation, who ſhall ſwear that his Lord is Sick, or, *&c. Blount* 34, 35.

Soc is a Power or Juriſdiction to have a Free Court, to hold Plea of Contracts, Covenants and Treſpaſſes of his Men and Tenants. 2 *Inſt.* 230.

Socage, Tenure in *Socage* is, where the Tenant holdeth of his Lord the Tenantcy by certain Service for all Manner of Service, ſo that the Service be not *Knights Service*; as where a Man holdeth his Land of his Lord by Fealty and certain Rent, for all Manner of Services; or elſe where a Man holdeth his Land by Homage, Fealty and certain Rent, for all Manner of Services; for

Homage by it ſelf maketh not *Knights Service*. *Co. Lit. Sect.* 117.

Alſo if a Man hold of his Lord by Fealty only, and ſuch Tenure is Tenure in *Socage*; for every Tenure in *Chivalry* is a Tenure in *Socage*. *Ibid.* 118.

And it is ſaid that the Reaſon why ſuch Tenure is called, and hath the Name of Tenure in *Socage* is this, becauſe *Socagium idem eſt quod ſervitium Socæ*, and *Soca idem eſt quod caruca, &c.* that is a Soke or Plough. In antient Time, before the Limitation of Time of Memory, a great Part of the Tenants which held of their Lords by *Socage*, ought to come with their Ploughs, every of the ſaid Tenants for certain Days in the Year, to plough and ſow the Demeſnes of the Lord. And for that ſuch Works were done for the Livelihood and Suſtenance of their Lord, they were quit againſt their Lord of all Manner of Services, *&c.* and becauſe that ſuch Services were done with their Ploughs, this Tenure was called Tenure in *Socage*. And afterwards theſe Services were changed into Money, by the Conſent of the Tenants, and by the Deſire of the Lords, *viz.* into an annual Rent, *&c.* But yet the Name of *Socage* remaineth; and in divers Places the Tenants yet do ſuch Services with their Ploughs to their Lord; ſo that all Manner of Tenures by *Knights Service* are called Tenures in *Socage*. *Ibid.* 119.

See **Fee-Farme, Gimmingham, Preſcot.**

Soil. See **Wood.**

Soldier. See **Game.**

Solinus terræ contains two Plough-Lands and ſomewhat leſs than an Half. *Co. Lit.* 5. *a.*

Somerton, Co. *Somerſet*, Sir *John Stowell* Lord of this Manor preſcribed to have a lawful Court in a great Moor, Part of the ſaid Manor, for

for the better ordering the Cattle of the Tenants, in which Moor they had a Right of Common; and at which Court all the Commoners ought to appear by Cuſtom, *&c.* and that an Homage hath been uſed to be ſworn there by the Steward, which Homage hath uſed to preſent all Offences in the Common, and to make By-Laws for the better ordering thereof, which the Commoner ought to obey under a reaſonable Penalty to be aſſeſſed on them, and to be forfeited to the Lord; and that at ſuch a Court, *&c.* the Homage being ſworn, made a By-Law, that no Commoner ſhould put his Sheep into ſuch a Part of the ſaid Moor, under the Penalty of 3 *s.* 4 *d.* to be forfeited to the Lord of the Manor; and that this By-Law was publiſhed and proclaimed in the Court. In Replevin, *&c.* the Defendant made Conuſance for the taking, and ſet forth all the Matter abovementioned, and that the Plaintiff had offended againſt this Law, and ſo juſtified the diſtraining for the Penalty; and upon a Demurrer this was adjudged a good By-Law, becauſe it did ariſe out of a Cuſtom which begun by the Conſent of all Parties, and therefore ſhall bind all the Commoners, eſpecially ſince it doth not take away all the Common, but only for Sheep, and that in a particular Place of the Moor; ſo that the Commoners may have Common for other Cattle, and over all the Moor, but only in that Place; and this is not like Lord *Cromwell*'s Caſe; for there the Tenants were to depaſture their Sheep in the Lands of the Lord of the Manor, at his Will only. And in the Principal Caſe it was adjudged, that every Commoner ought to take Notice of this By-Law, without any particular Notice given to him, becauſe they are all to appear at Court; and the Cuſtom is alledged to be, that if the By-Law is proclaimed,

ed, it ſhall bind them all, which is a Perſonal Thing. *Cro. Car.* 497. *James* againſt *Tutney*.

Sookland. See **Wadhurſt.**

Southwell, Co. *Nottingham.*

The Cuſtom of the Soake of *Southwell*, tranſcribed from an antient Copy, *penes Authorem.*

'FIRST, The Tenants are bound to lead great Timber from *Hexgrave*, *Norwood* and *Hockerwood* to any Manner of Building that the Lord will make in his Manor-Place at *Southwell*, and to his Mill, and to no other Place, and to have for leading of every Load, — *ob. qr.*

'*Item*, *Upton* is bounden to lead Timber to *Upton* Mill, giving them reaſonable Warning.

Eaſthorpe is bounden to lead Timber to the Malt Mill of *Southwell*, *Weſtgate*, *Weſthorpe*, *Eadingley*, *Hallam*, and other the Lord's Tenants to lead Timber to the over Mill and Malt-Mill.

'Alſo the Tenants muſt lead Firewood to the Lord's Hall, Chamber and Kitchen, from *Hexgrave*, *Norwood* and *Hockerwood*, and no further, and to have for every Load leading—*ob. qr.* and a Fire-ſtick home with them.

'Alſo the Greave of the Lord's Coſts muſt cauſe *Darſing* Meadow and *Eaſthorpe* Meadows, to be mowed and cocked, and to have for his Labour one Load of Hay.

'Alſo every Meeſt within the Lordſhip, that bounds upon the Lord, ſhall find an Hay-maker one Day; and every Toft Half a Day, and no more.

'Alſo

'Alſo the Lord's Tenants Duty is to lead the 'Hay to the Manor-Place at *Southwell*, and no 'further; every Man after their Oxgangs, every 'Oxgang a Load of Hay; and to have for every 'Load leading — *ob. qr.* and a reaſonable Bottle 'of Hay to have with him; and if the Lord have 'let the Hay from himſelf, then they are not 'bound to any other.

'And the Beadle for ſummoning the Lord's Te-'nants to lead it, a Load of Hay, and the Steward 'that keeps the Lord's Courts, a Load of Hay.

'Alſo the Greave all the —— muſt make the 'Steward three Dinners of the Lord's Coſts, at the 'three great Court-Leets, and to have for every 'Dinner allowed him 5 *s.* and the Greave muſt 'gather the Rents of the Lord's Demeſne Lands, 'having for his Labour 5 *s.* or a Coat Price 5 *s.*

'Alſo the Greave muſt of the Lord's Coſts 'make all the Bridges over the Lord's Waters; al-'ſo the Greave ſhall ſee that there be no Waſtes 'within the Lord's Woods; and if there be any 'Sale of Wood, Timber or Thorns, the Greave 'ſhall be of Counſel, and make Account of it to 'the Lord's Auditors, in Preſence of the Lord's 'Tenants, having a Stub to his Fire.

'Alſo the Lord's Beadle's Duty is to ſummon the 'Lord's Tenants thro' the Soake, at the Receiver's 'Commandment, and at the Greave's for Wood 'leading; and to have for his Labour a Load of 'Wood; and if the Lord lye at *Southwell* ſo oft 'as he ſummoneth, or cauſeth the Tenants to 'lead, it is his Duty to have a Load of Fire-wood.

'Alſo this is his Duty to attend upon the Stew-'ard in the Court, and to give Summons between 'the Lord's Tenants for Plaints entred, and call 'them in the Court when he is commanded; and 'at the End of the Year to make the Officers of

'the

'the Court, of the Lord's Coſts, a Dinner of 'xij*d.* and to gather the Extracts of the Court 'for his Year, and to make Account.

Alſo it is the Lord's Tenants Duties to gather 'the Lord's Rents throughout all the Lordſhip, and 'to pay it to the Receiver, or to his Deputy, 'within *Southwell*, and for Lack of Rent paying, 'and no ſufficient Diſtreſs, the Lands ſhall be 'forfeited into the Lord's Hands.

'Alſo the Cuſtom is that the next Court after 'the Beadle giveth ſummon to any Perſon in Plea 'of Lands, Treſpaſs or Debt, or other Action, 'he ſhall be called and appear the next Day af-'ter, or he ſhall be amerced, except he be eſſoin-'ed, and if he be eſſoined the firſt Day, he ſhall 'appear the next Day, or be amerced, and the 'third Court Day to have Diſtreſs, and ſo in 'Plea of Lands after the ſame Manner.

'Alſo the Cuſtom is, that Trial of Land ſhall 'paſs by the Verdict of the Lord's Tenants in the 'Court, and in none other Place, between Te-'nant and Tenant, and for all other Actions the 'Defendant ſhall wage his Law by Commandment 'of the Steward.

'Alſo if a Man die ſeiſed of Lands or Tene-'ments, his Heir being within the Land out of 'Priſon, and King's Wars, ſhall come to the 'Court within one Year and a Day, or elſe the 'next of the Blood ſhall come in; and if not, the 'Lands and Tenements ſhall be ſeiſed into the 'Lord's Hands; alſo the Lord ſhall have to his 'Fine as much as they pay to the Lord for one 'Year's Rent.

Alſo this is the Cuſtom, if any Man make Feof-'fees in his Land to the Uſe of his Will, he ſhall 'put in two Laymen at leaſt, that one of them 'may come to the Court to do ſuch Service as

'belong-

' belongeth to it; and if they both die, they ſhall ' take other two Feoffees, and make unto the ' Lord a new Fine within a Year, or elſe forfeit ' the Lands to the Lord.

' Alſo the Cuſtom is, that no Tenant of the ' Lord's ſhall ſue another Tenant, without the ' Lord's Court, without Licence of the Lord, ex- ' cept the Debt be Forty Shillings, or above, but ' the Lord ſhall amerce them at his Pleaſure.

' Alſo the Cuſtom is, if a Man be ſeiſed of ' Lands after the Cuſtom, and take a Wife, and ' have Iſſue, and die ſeiſed, the Wife ſhall have ' the Lands after the Cuſtom, for Term of her ' Life, whether the Heir be admitted Tenant at ' any Time in the Life of the Woman or no.

' Alſo the Cuſtom is, that after the Father being ' dead, his Wife being Feoffee for Term of her ' Life, the next Heir ſhall come into the Court and ' take up the Lands at any Time in her Life, and ' make Sale of the Reverſion, if he be diſpoſed ' ſo to do.

' Alſo the Cuſtom is, that if a Man be in Eſtate ' of Lands or Tenements, and have Children by ' divers Wives, the youngeſt Son of the firſt Wife ' ſhall inherit the ſaid Lands and Tenements, if ' he make no Surrender to the contrary; and if ' he have no Son, the youngeſt Daughter ſhall be ' Heir after the ſame Manner; and if the ſame ' Man have a ſecond Wife, and purchaſe Lands, ' now the youngeſt Son of the ſecond Wife ſhall ' be Heir after the ſame Manner in that Land ' purchaſed; and if they have more Wives, after ' the ſame Manner; and in likewiſe as the young- ' eſt Son of the firſt Wife, ſo ſhall the firſt Wife ' have for Term of her Life, all the Lands and ' Tenements which he is poſſeſſed in, except a ' Surrender be made to the contrary.

' Alſo

'Alſo the Cuſtom is, that if a Surrender be 'made in the Court or Court-Yard, it may be ta-'ken up by Attorney.

'Alſo the Cuſtom is, that no Surrender is law-'ful againſt the Heir, except he come in his own 'proper Perſon within the Court or Court-Yard, 'and by no Attorney for no longer but for xviii. 'Years.

'Alſo the Cuſtom is, if a Man be ſeiſed of 'Lands, he may for xviii. Years give his Land 'away from his Heir what Place ſoever he be in 'without the Soake, having two of the Lord's 'Tenants by, without paying a Fine; and if it 'fortune that the Perſon to whom the Lands were 'given, do die before the Eighteen Years be end-'ed, it ſhall return to the Heir.

'And if there be any Lands pledged for xviii. 'Years, if he, to whom the Lands are pledged, 'chance for to die before the xviii. Years be ended 'and compleat, his Heirs or Aſſigns ſhall have 'forth the Years.

See **Alamoie.**

Stadium, the ſame as *Ferlingus*. *Co. Lit.* 5. *b.*

See **Ferlingus.**

Stagnum ſignifies a Pool that conſiſts of Water and Land, by which Name, in antient Deeds, both the Land and Water paſſed. *Co. Lit.* 5. *a.* & *b.*

Stamford, Co. *Lincoln*, *William Earl Warren*, Lord of this Town, in the Time of King *John*, ſtanding upon the Caſtle Walls, ſaw two Bulls fighting for a Cow in the Caſtle Meadow, 'till all the Butchers Dogs purſued one of the Bulls (madded with Noiſe and Multitude) clean through the Town. This Sight ſo pleaſed the Earl, that he gave the Caſtle Meadows, where firſt the Bulls Duel began, for a Common to the Butchers of the Town, after the firſt Graſs was mowed, on

Condition that they ſhould find a mad Bull the Day ſix Weeks before *Chriſtmas* Day, for the Continuance of that Sport for ever. *Blount* 19.

Within this Manor is ſtill retained the Cuſtom of *Borough Engliſh*, *i. e.* the younger Sons inherit the Lands and Tenements their Fathers die poſſeſſed of. *Camd. Brit.* 556.

Stamp. 'By **Stat.** 12 *Ann. Seſſ.* 1. *c.* 2. 'reciting, That by an Act 10 *A.* for laying Du-'ties on Soap and Paper, *&c.* it was enacted, 'That for every Skin or Piece of Vellom or Parch-'ment, or Sheet or Piece of Paper, upon which 'are written any Surrender of or Admittance to any 'Copyhold Lands or Tenements, in *England* or '*Wales*, or any Grant or Leaſe by Copy of Court-'Roll, or any other Copy of the Court-Roll of 'any Honour or Manor, other than, and except 'the original Surrender to the Uſe of any Will, 'and the Court-Roll, or Book wherein the Pro-'ceedings of the Court are entred, there ſhould 'be paid the Sum of 2 *s.* 3 *d.* it is now declar'd, 'That no Copies of any Surrenders or Admit-'tances to Cuſtom-Right or Tenant-Right E-'ſtates, not being Copyhold, but paſſed by Deed, 'Surrender and Admittance; or by Deed and Ad-'mittance, are to be ſtamped, as not being within 'the Meaning of that Act.

Stanhope, together with *Wolſingham* and *Aukland*, in the Biſhoprick of *Durham*, were held of the Biſhop by *Foreſt-Service*, beſides Demeſnes and other Tenures. Particularly upon his great Huntings, the Tenants in thoſe Parts were bound to ſet up for him a *Field-houſe* or *Tabernacle*, with a Chapel, and all Manner of Rooms and Offices; as alſo to furniſh him with Dogs and Horſes, and to carry his Proviſion, and to attend him during his Stay, for the Supply of all Conveniences. *Camd. Brit.*

Brit. 944. *This is now probably changed into a pecuniary Payment.*

Stanlake, Co. *Oxford.* The Miniſter of the Pariſh in his Proceſſion in Rogation Week, reads a Goſpel at a Barrel's Head in the Cellar of the Chequer Inn in that Town, where ſome ſay there was formerly an Hermitage; others that there was antiently a Croſs, at which they read a Goſpel in former Times, over which now the Houſe, and particularly the Cellar being built, they are forced to continue the Cuſtom in the Manner as above. *Blount* 154.

Stapleherſt, Co. *Kent*, the Tenements of *Newſteade*, with the Appurtenances in the Town of *Stapleherſt*, are held of the Manor of *Eaſt-Greenwich*, by Fealty only in *Free Socage*; by Patent *dated* 3 *Feb.* 4 *Edw.* 6. and by the Payment for *Smoak-Silver* yearly to the Sheriff, the Sum of Six-pence. *Blount* 123.

Statute. Tenant by Curteſy, for Life or Years of a Manor; a Copyhold comes into his Hands by Forfeiture or Determination, and then he was bound in a *Statute*, and afterwards demiſed the Land again. *By the Court:* This Copyhold ſhall be liable to the *Statute*, becauſe it was once annexed to the Freehold of the Lord, and bounded in his Hands. But if a Copyholder find himſelf in a *Statute*, it ſhall not be extended; for he had but an Eſtate at Will. *Moor N.* 233.

For the ſeveral Statutes, *and Readings on them*, ſee *the Table.*

Statute-Staple. See **Extent.**

Steward is derived from theſe two Words, *Stede* and *Ward*; and ſo any that doth ſupply another's Place, or that is in any Employment Deputy to another, may according to the true Senſe of the Word, be termed a *Steward*; as the *High Steward* of *England*, becauſe the King appointeth

him in divers Matters to exerciſe his Place; and ſo the Under-Sheriff may be termed by the Name of the Sheriff's *Steward*, being his Deputy; and how properly the Lord's *Steward* is ſo named, any Man may judge by this, that the whole Authority of the *Steward* is derived from the Lord, as from the Head; and not only ſo, but withal he repreſenteth the Lord's Perſon in many Employments; for in the Lord's Abſence he ſitteth as Judge in Court to puniſh Offences, determine Controverſies, redreſs Injuries, and the like; and farther, ſome Things he performeth in the Lord's Name, and not in his own Name; for if the *Steward* admitteth any Copyholder, or by ſpecial Authority or particular Cuſtom, licenceth a Copyholder to alien, this Admittance and Licence ſhall be made in the Lord's Name, and the Entry in the Court-Roll ſhall be, *That the Lord by his Steward, did admit and licence*, and not that the Steward did admit or licence; therefore ſince the *Steward* hath this Meaſure of Authority and Confidence commited unto him, the Lord ſhall do well to be very careful in making Choice of his *Steward*; for if he be Defective in any one of theſe three Qualities, Knowledge, Truſt or Diligence, the Lord may be much prejudiced and damnified. *Co. Copyh. Sect.* 45.

Theſe *Stewards*, for the moſt part, have Patents for their Offices, yet they may be retained by (*a*) *Parol*; and this Retainer by *Parol* is as effectual in all Points before Diſcharge, as the moſt effectual Inſtitution by Patent; for a *Steward* thus retain'd, may take Surrender out of Court, or make voluntary Admittances, or any other Act incident to the Office of a *Steward*, as well as a *Steward* inſtitu-

(*a*) 4 Rep. 30. *Downe* and *Hopkins*.

ted by Patent. But in the King's Manors, a *Steward* cannot be retained by *Parol* by the Mouth of the (*a*) Auditor or Receiver; but to make the *Steward*'s Authority current, eſpecially to make voluntary Admittances, it is neceſſary to have a Patent, and then, by Virtue of his Patent, without any ſpecial Authority, or particular Cuſtom, he may juſtify the making any voluntary Admittance upon Eſcheats or Forfeitures, or the doing of any Act belonging to his Office; but though he may *ex officio* do thoſe Things without ſpecial Warrant, yet Duty binds him, before he make any voluntary Admittance, to inform the Lord Treaſurer of *England*, the Chancellor and Barons of the Exchequer, or any of them for his better Direction, and the King's better Benefit. The Law is not very curious in examining the Imperfections of the *Steward*'s Perſon, nor the Unlawfulneſs of his Authority; for be he an Infant or *Non compos mentis*, an Ideot or Lunatick, an Outlaw or an Excommunicate, yet what Things ſoever he perſormeth, as incident to his Place, can never be avoided for any ſuch Diſability, becauſe he performeth them as a Judge, or at leaſt as Cuſtom's Inſtrument; and for his Authority, though it prove but counterfeit, if it comes to exact Trial, yet if in Appearance or outward Shew it ſeemeth current, that is ſufficient. As if I grant the *Stewardſhip* of my Manor of *Dale*, by Patent, and in the Patentee's Abſence, a Stranger, by my Appointment, keepeth Court, this is authentical. If a Grant of a *Stewardſhip* be made to one, and for ſome Fault or Defect in the Grant it is avoidable, yet Courts kept by him before the Avoidance, ſhall ſtand in Force; and whatſoever he did as

(*a*) Ibid. *Harris* and *Jay*.

Steward

Steward are ever unavoidable. As if a Corporation retaineth a *Steward* by Parol, and he keepeth a Court, puniſheth Offences, decideth Controverſies, taketh Surrenders, maketh Admittances, either upon Surrenders or Deſcents; theſe Acts being Judicial ſhall ever ſtand for current, though his Authority be grounded upon a wrong Foundation; for a Corporation cannot inſtitute any ſuch Officer without Writing. And ſo if the King's Auditor or Receiver, retain a *Steward* by *Parol*, he may lawfully execute any judicial Act; but Things which he performeth as Cuſtom's Inſtrument, not as Judge, ſuch as are voluntary Admittances, neither in the Retainer by the Corporation, nor in this Retainer by the King's Officers, ſhall any whit bind; but if a Stranger, without the Appointment of the Lord, or Conſent of the right *Steward*, or without any Colour of Authority, will of his own Head come into a Manor and keep a Court, it ſeemeth that the Performance of any Judicial Duty, or the Executing of any Act whatſoever, will not be warranted; eſpecially if the Court be kept without Warning given to the Bailiff by Precept, according to the Cuſtom. *Ibid.*

The Office of a *Steward* may be forfeited three Manner of Ways. 1. By *Abuſer*. 2. By *Non-uſer*. 3. By *Refuſer*.

By *Abuſer*; as if the *Steward* burn the Court-Rolls, or if he taketh a Bribe to wink at any Offence, or uſe Partiality in any Cauſe depending before him; theſe and the like Abuſes will make him ſubject to a Forfeiture.

By *Non-uſer*; as if the Steward by his Patent, being tied to keep Court at certain Times of the Year, without Requeſt to be made by the Lord; if he faileth, and by his Failure the Lord receive any Prejudice, this is a Forfeiture.

But if the Lord be not damnified, then this *Non-uſer* is no Forfeiture. As if a Parker attends not for the Space of three or four Days, and no Prejudice or Damage happeneth in the Interim, this is no Forfeiture. And in Offices which concern the Adminiſtration of Juſtice, or the Commonwealth, the Law is more ſtrict than in theſe Offices which concern private Men; for where an Officer *Ex officio*, or of Neceſſity ought to attend for the Adminiſtration of Juſtice, or for the Good of the Commonwealth, the *Non-uſer* or *Non-attender* in Court is a Forfeiture, though this be prejudicial to no Man; as the Office of the Chamberlain in the Exchequer, or Prothonatory, Clerk of the Warrants, Exigenter, Filizar, or the like in the Common Pleas, becauſe the Attendance of theſe and the like Officers is of Neceſſity for the Adminiſtration of Juſtice; ſo the Attendance of the Clerk of the Market is of Neceſſity for the Good of the Commonwealth, and ſo is holding of the Sheriff's Turn, *&c.*

By *Refuſer*, the Office of a Steward may be thus forfeited; if the Steward be tied by his Patent to keep Court upon a Demand or Requeſt to be made by the Lord; if the Lord demandeth or requeſteth him to keep a Court, and he faileth, this is a Forfeiture, though the Lord be thereby nothing damnified.

Though a *Steward* may ſet a Fine in Court for a Contempt or Diſturbance, yet he cannot *amerce* without a Preſcription, becauſe that is properly to be done by the Homage; therefore in Replevin the Defendant preſcribed to diſtrain for all *Amerciaments* in the Manor, *&c.* and that the Plaintiff, being a Copyhold Tenant, was preſented by the Homage for not repairing a Copyhold Tenement, for which the *Steward* amerced him 10*s.* It was adjudged that the *Steward* could not amerce without

out a Preſcription. 1 *Leon.* 242. *Blunt* againſt *Whitacre.*

He may take a *Surrender* to the Uſe of himſelf, and this ſhall be good in Law; becauſe the Entry is, that *A. B.* did ſurrender into the Hands of the Lord, *&c.* and the Steward is but the Servant of the Lord of the Manor. *Cro. Eliz.* 717. *Eriſh* againſt *Rives.*

Baron and Feme Copyholders in Right of the Wife, they *ſurrendered* out of Court into the Hands of the *Steward*, who examined the Wife a-part from the Husband; it was objected that this *Surrender* was not good, becauſe it was not ſet forth that he was *Steward* by Patent, nor any Cuſtom to warrant ſuch *Surrender*; yet it was adjudged good. 2 *Cro.* 526. *Smithſon* againſt *Cage.*

A *Steward* of a Copyhold Manor may, without a Cuſtom to warrant it, take a *Surrender* out of Court, becauſe the Lord of the Manor may do it, and he hath to this Purpoſe the ſame Authority as the Lord hath; and there is the ſame Reaſon that he may take a *Surrender* out of the Manor as out of the Court; for in ſome Caſes it may be convenient and neceſſary ſo to do, and it cannot be prejudicial to any Body. 1 *Salk.* 184. *Dudeild* againſt *Andrews.*

It was on a Special Verdict in Treſpaſs, wherein the Caſe was, That *L. R.* was retained by the Lady of the Manor of *B.* to be her *Steward*, to keep her Courts; and this was by Word only, and without any Fee or Annuity, and afterwards he took ſeveral *Surrenders* out of Court; the Queſtion upon this Special Verdict was, Whether ſuch a *Steward* might take *Surrenders* out of Court, becauſe the Retainer was by Word only? It was inſiſted that he was *Steward* at the Will of the Lady of the Manor, the Retainer being by Word, and that he ſhall continue *Steward* until ſhe

determines her Will by diſcharging him; and that ſuch Retainer is good without Deed, and without any Fee for exerciſing his Office; becauſe though a Fee is not expreſly granted, yet he cannot be compelled to execute the Office without a Fee. 1 *Leon.* 227. *Blagrave* againſt *Ward.*

Form of a Steward's *Patent.*

TO all Chriſtian People to whom theſe Preſents ſhall come, I J. C. *of,* &c. *ſend greeting: Know ye, That I the ſaid* J. C. *for divers good Cauſes and Conſiderations me thereunto eſpecially moving, have given and granted, and by theſe Preſents do give and grant unto* G. B. *of,* &c. *Gent. the Office of Steward or Stewardſhip, and the keeping, or Office of keeping all Manner of Courts-Leets, Courts-Baron, and View of Frank-pledge, of or for the Manors or Lordſhips of* G. H. *and* S. *in the County of,* &c. *and every of them. And I do hereby make, ordain, conſtitute and appoint the ſaid* G. B. *my chief and ſole Steward of all and ſingular my Courts of View of Frank-pledge, Courts-Baron and Courts-Leet, within the Manors and Lordſhips aforeſaid, To have and to hold, exerciſe, occupy and enjoy the Office of Steward and Stewardſhip, and the holding and keeping of all Manner of Courts uſually held or kept within the ſaid Manors or Lordſhips, and every of them, together with all and all Manner of Fees, Perquiſites, Profits, Wages, Rewards and Advantages whatſoever, to the ſaid Office of Steward or Stewardſhip belonging or appertaining, or uſually heretofore accuſtomed and uſed to be paid to and received by the Steward or Stewards thereof, for the Time being, for or by Reaſon of the ſaid Office unto the ſaid* G. B. *by himſelf, or by his ſufficient Deputy or Deputies, for and during my Will and Pleaſure.* In Witneſs, &c.

A War-

A Warrant to indemnify the Adminiſtrators of a late *Steward*, on their delivering up the Court-Books.

WHereas J. R. *and* G. R. *Adminiſtrators of the Goods and Chattels of* J. H. *late Steward of the Manor of* G. *have, at the Requeſt of* J. C. *now Lord of the ſame Manor, delivered up to him the ſaid* J. C. *two Court-Books,* &c. *belonging to the ſaid Manor of* G. *one of the ſaid Books beginning* March *the* 29*th, and ending,* &c. *and the other beginning,* &c. *and ending,* &c. *Now the ſaid* J. C. *in Conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, covenant and grant, to and with the ſaid* J. R. *and* G. R. *their Heirs,* &c. *that he the ſaid* J. C. *his Heirs,* &c. *ſhall and will from Time to Time, and at all Times hereafter, ſave, defend and keep harmleſs and indemnify them the ſaid* J. R. *and* G. R. *their Heirs, Executors and Adminiſtrators, and every of them, of, for or concerning the Delivery of the ſaid Books, or any of them; and ſhall and will from Time to Time, and at all Times hereafter, bear and pay all ſuch Damages, Charges and Expences, as they or any of them ſhall at any Time or Times hereafter bear, ſuſtain, or be put unto, in or about the delivering of the ſame, or any of them, by any Perſon or Perſons whatſoever lawfully claiming the ſame.* In Witneſs, *&c.*

The *Steward* of a Leet muſt give the *Statute* of 1 *Eliz. cap.* 17. in Charge to the Jury, in Pain of Forty Shillings, to be divided between the Queen and the Informer.

Stat. 1 *Jac. cap.* 5. 'No *Steward* or *Deputy Steward* of any Leet or Court-Baron, ſhall 'make Benefit to the Value of 12*d.* or more,

'by Colour of any Grant made of the Profits or 'Perquiſites of any ſuch Courts, whereof he is 'Steward, in Pain to be diſabled for ever after to 'be Steward of any Court; and beſides to forfeit '40*l.* to be divided betwixt the King and the 'Proſecutor.

A *Court-Leet* being inſtituted for Conſervation of the King's Peace, and Puniſhment of *Common Nuſances*, &c. the Steward in the Leet, who then repreſents the Perſon of the King, may take Recognizance for keeping the Peace. 4 *Inſt.* 263. *Kitchen* 84.

If a Man refuſeth to be ſworn of the *Jury*, he ſhall be fined, and the Steward of the Lord may commit him to *Priſon* till he have paid his Fine, or amerce, or diſtrain him for that, 31 *H.* 6. *Leet* 11. *Quære*, of committing a Tenant to Priſon; for *Magna Charta*, *c.* 29. is, No [Free] Man ſhall be taken, *&c.* *Kitchen* 83.

The *Steward* may ſend a Priſoner taken for *Felony* to Gaol. 13 *H.* 4. *fol.* 12. *Ibid.* And ſo in ſome other Caſes; and likewiſe give Judgment of the *Pillory*. *For the Particulars of the Steward's Power, ſee the* Table.

The Steward's Fees of the Court-Baron for taking and paſſing Eſtates, &c.

	l.	s.	d.
Inrolling every Preſentment of the Death of a Copyhold Tenant	00	02	00
Inrolling every Surrender, ——	00	03	06
Every Proclamation for the Heir, Deviſee or Surrendree ——	00	06	08
Admiſſion, Entring and Copy 6 *s.* 8 *d.* by Attorney or Guardian 6 *s.* 8 *d.* —— ——	00	06	08
To his Clerk for the Delivery thereof to the Tenant ——	00	01	06
Swearing Tenant to Fealty, or reſpiting the ſame, when by Attorney, *&c.* ——	00	01	00
Inrolling Wills 6 *s.* 8 *d.* or 8 *d.* *per* Sheet, according to the Length	00	06	08
Filing Surrenders to the Uſe of a Will, or Conditional Surrenders	00	02	06
Inrolling the ſame ——	00	03	06
For every Year a Conditional Surrender is on the File ——	00	01	00
Fee on the Caption of every Surrender by the Steward ——	00	03	06
Every Examination of a Feme Covert —— ——	00	06	08
Every *Ac etiam* or *Necnon*, beſides Admiſſion —— ——	00	06	08
Entring Satisfaction on every Conditional Surrender. ——	00	06	08
Suffering Recovery ——	03	12	06
Awarding a Seiſure, and Warrant thereon, if no Body claims on the Third Proclamation ——	00	13	04

Every

	l.	s.	d.
Every Licence to Leaſe 6 *s.* 8 *d.* or cut Timber 1 *s.* in the Pound	00	06	08
Holding every Special Court —	02	02	00
Entring every Alienation or Recognition of a Freehold Tenure	00	03	06
The ſame by Attorney ———	00	03	06
Contract Fee under 50 *l.* Purchaſe-Money —— ——	00	12	00
Ditto above 50 *l.* every 10 *l.*	00	02	00
Searching for any Surrender, Admittance, *&c.* for every Year.	00	01	00

The Steward's Fees of the Court-Baron for Trial of Actions.

For every Warrant or Entring Plaint	00	00	08
Warrant of Attorney ———	00	00	04
Every general *Diſtringas* or *Attachment* —— ——	00	00	08
Ditto Special —— ——	00	01	06
Bond for Appearance ———	00	01	00
Entring the Eſſoins of every Name	00	00	04
Entring an Imparlance ——	00	01	00
Filing every Declaration ———	00	01	00
Copy of every Declaration ——	00	01	00
Allowing every Anſwer ———	00	01	00
For a Copy of every Anſwer ——	00	01	00
For allowing or Copying of every Replication —— ——	00	01	00
Entring every Rule or Default, or Nonſuit —— ——	00	00	04
For every *Subpœna* for Witneſſes	00	00	08
For every Oath adminiſtred in Court	00	00	04

For

	l.	s.	d.
For a *Venire facias*	00	02	00
Returning thereof	00	02	00
Entring a Judgment	00	02	00
Every *Fieri facias*	00	02	00
For every *Superſedeas*	00	02	04
Tranſcript upon a Plaint or Allowance	00	01	08
Allowing every Writ of Falſe Judgment	00	06	08

For the ſeveral References under this Head ſee *the Table.*

Stockwood, Co. *Dorſet.* Within this Manor the Cuſtom is, that the Widows of Copyholders for Lives ſhall enjoy, during their Widowhoods the Cuſtomary Lands whereof their Husbands died ſeiſed. *Hobart's Rep.* 181.

Succeſſor. Cuſtom for a Copyholder to nominate his *Succeſſor,* who upon Tender of a Fine in Court, ought to be admitted by the Lord of the Manor; and in an Action on the Caſe brought againſt the Lord, *&c.* for refuſing to admit the Plaintiff upon ſuch Tender, it was adjudged it did not lie, but that the proper Remedy was in Chancery. 2 *Bulſt.* 336. *Ford* againſt *Hopkins.*

Where the Cuſtom of a Manor was, that a Copyholder for Life might name his *Succeſſor,* it was held this was ſuch a Privilege, that if the Copyholder in Poſſeſſion cut down Trees growing on his Copyhold, it was no Forfeiture; becauſe he had a greater Eſtate than barely for Life. 1 *Brownl.* 122. *Rolls* againſt *Maſon.*

Sufferance. See **Admittance.**

Suit, of making *Suit* truly, *&c.* None that by Deed is infeoffed, *&c.* ſhall make Suit to Court, unleſs it be ſpecified in the Deed, unleſs he and his

his Anceſtors have uſed to make it; and if he be diſtrained to make it in another Manner, it is againſt the Form of the Feoffment; and where the Writing is to hold by certain Service, for all Services, as to hold by Fealty for all Services, ſhall make no Suit. *Kitchin p.* 295. *Marlb. cap.* 9.

By *Tremail* it is ſaid, that *Suit* real is due by Reaſon of the Body, that is, for that the Body is Reſident within the Precinct, and not by Reaſon of Freehold, and this is due at the Courts Royal, as at the Courts of the King or Queen; as at Leets and Wapentakes, which are the Courts of the King or Queen; and *Suit*-Service is by Reaſon of Freehold, that is by Reaſon of their Tenure; that is, for that they hold of their Lord by *Suit* to his Court. 45 *Edw.* 3. *f.* 23. *Kitchin* 296.

In *Replevin, &c.* the Caſe was, The Tenant being a Copyholder, was ſummoned to appear at a Court-Baron to be held for the Manor of *H.* on ſuch a Day, and he making Default was amerced 5 *s.* and a Diſtreſs was made for the ſame; but adjudged that it was not lawfully taken, becauſe the Amerciament was aſſeſſed for not appearing at the Court, which is *Suit-Service*, and for ſuch *Suit* the Lord cannot amerce by Law, but muſt diſtrain for it. *Moor p.* 185. *Allen* againſt *Givers*.

A Warrant to ſeiſe a Copyhold Tenant's Lands for not doing *Suit*.

Manor of } *WHereas* J. R. *late of* A. *Gent.* G. } *deceaſed, who held of the Lord of the ſaid Manor, by Copy of Court-Roll, one Cloſe of Paſture, &c. and in Reſpect of the ſaid Lands and Premiſſes ſo held, as aforeſaid, ought to do Suit and Service at the Courts holden for the ſaid*

ſaid Manor, hath from Time to Time made Default to do his Suits at the ſeveral Courts holden for the ſaid Manor. And whereas the Jury have at this Court held for the ſaid Manor this Twenty-ſeventh Day of, &c. *preſented and declared upon their Oaths, That to the Knowledge of them, or any of them, the ſaid* J. R. *hath never appeared to do his Suit or Service at any Court holden for the ſaid Manor ſince he was admitted to the aforeſaid Premiſſes. And whereas* C. P. *a Copyhold Tenant of this Manor, did this Day in open Court, publickly depoſe upon his Corporal Oath, that by Order from* J. C. Eſq; *Lord of this Manor, he had given Perſonal Notice to the ſaid* J. R. *of the Court to be holden here this Day, and given him a Summons or Warning to be and appear at the ſaid Court, and to do his Suit and Service to the Lord of the ſaid Manor for the ſaid Copyhold Lands and Premiſſes. And whereas the Jury at this preſent Court have upon their Oaths preſented, that the ſaid* J. R. *by ſuch his Contempt and Refuſal to appear at this Court, upon the ſaid Perſonal Summons, hath forfeited the ſaid Cloſe of Paſture,* &c. *and all other his Lands and Tenements holden of this Manor by Copy of Court-Roll, unto the Lord thereof: It is therefore commanded unto* J. V. *Bailiff of this Manor, that he ſeiſe into the Hands of the Lord of this Manor, as well the aforeſaid Cloſe,* &c. *as all other the Lands and Tenements of the ſaid* J. R. *Son of the aforeſaid* J. R. *deceaſed, held of this Manor by Copy of Court-Roll, as aforeſaid, and that he anſwer the Iſſues and Profits thereof unto the Lord of the ſaid Manor. Given under my Hand,* &c. *Day of,* &c.

G. B. *Steward.*

See Appearance, Denial, Warning. Contempt.

Suit-Roll is ſo called, becauſe it contains the Names and Diſtinction of the ſeveral Tenants in a Manor, together with proper Columns wherein to enter their Appearances or Defaults, *&c.*

Form of a Suit-Roll.

The Manor of *Glatton*, &c. } The Names of the ſeveral Tenants in this Manor.

	May 10. 1733.	*Octob.* 7. 1733.
The Freeholders.		
William Sayer	*a.*	*a.*
John Applebie	•	*a.*
Savery Trueman	*a.*	*ex.*
John Wilcox.	•	•
&c.		
The Copyholders.		
Henry Prince	*ex.*	*a.*
John Duke	•	•
William Marquiſs	*a.*	•
John Lord	•	•
&c.		
N. B. If a Tenant is dead, mark it thus,	*D.*	

Summons. If a Copyholder doth not come to the Lord after particular *Summons* made to his Perſon, this was adjudged a *Forfeiture*, without expreſs Refuſal. *Noy Rep.*

See **Appearance, Secundum conſuetudinem curiae.**

Superſedeas is a Writ commanding to ſtay ſome ordinary Proceedings at Law, on good Cauſe ſhewn.

A Superſedeas *in a Court-Baron to a* Diſtringas *or* Attachment *on Appearance.*

The Manor of, &c. } *G. B.* Steward to *J. V.* Bailiff of the ſaid Manor, greeting:

WHereas I lately commanded you that you attach J. D. *by all his Goods and Chattels, ſo that he be at this Court to be held,* &c. *to anſwer* W. B. *in a Plea of Debt of Thirty Shillings: Now becauſe the ſaid* J. D. *hath appeared by* G. P. *his Attorney, to anſwer the ſaid* W. B. *I therefore command you, that you altogether forbear executing the ſaid Precept; and if you have taken or diſtrained any of the Goods and Chattels of the aforeſaid* J. D. *then without Delay, cauſe the ſame to be redelivered to the ſaid* J. D. *Dated,* &c.

G. B. *Steward.*

Surrender. This is a Word of Art, and therefore where a *Surrender* is needful, if this one Word be wanting, all other Words uſed in ordinary Conveyances, are ineffectual and inſufficient to convey any Copyhold Eſtate; for if a Copyholder come into Court, and offer to paſs his Copyhold by Word of Grant, of Gift, of Bargain or Sale, or ſuch like, I doubt he will Fail of his Purpoſe; for as he is tied to a ſingular Form of Aſſurance, ſo is he reſtrained to peculiar Words in his Aſſurance. *Co. Copyh. Sect.* 39.

Surrenders are made in ſeveral Sorts, according to the ſeveral Cuſtoms of Manors.

In

In ſome Manors, where a Copyholder *ſurrendereth* his Copyhold, he uſeth to hold a little Rod in his Hand, which he delivereth to the Steward or Bailiff, according to the Cuſtom of the Manor, to deliver it over to the Party to whoſe Uſe the Surrender was made, in the Name of Seiſin, and from thence they are called Tenants by the *Virge. Ibid.*

In ſome Manors inſtead of a Wand, a Straw is uſed, and in other Manors a Glove is uſed; and the Cuſtom of the Place is always to be obſerv'd.

A *Surrender* (where by a ſubſequent Admittance the Grant is to receive its Perfection and Confirmation) is rather a manifeſting of the Grantor's Intention, than of paſſing away any Intereſt in the Poſſeſſion; for till Admittance, the Lord taketh Notice of the Grantor as Tenant, and he ſhall receive the Profits of the Land to his own Uſe, and he ſhall diſcharge all Services due to the Lord, but yet the Intereſt is in him but *ſecundum quid*, and not abſolutely; for he cannot paſs away the Land to any other, or make it ſubject to any other Incumbrance than it was ſubject to at the Time of the *Surrender*, neither in the Grantee is any Manner of Intereſt inveſted before Admittance; for if he enter he is a Treſpaſſor, and puniſhable in Treſpaſs; and if he *Surrender* to the Uſe of another, this *Surrender* is meerly void, and by no Matter *ex poſt facto* can be confirm'd; for though the firſt *Surrender* be executed before the ſecond, ſo that at the Time of the Admittance of him, to whoſe Uſe the ſecond *Surrender* was made, his *Surrender* hath a ſufficient Intereſt, as abſolute Owner; yet becauſe at the Time of the *Surrender* he had but a Poſſibility of an Intereſt; therefore the ſubſequent Admittance cannot make this Act good which was void *ab initio*; but though the Grantee hath but a Poſſibility upon the *Surrender*, yet this is ſuch a Poſſibility as is accompanied with a Certainty;

tainty; for the Grantee cannot poſſibly be deluded, or defrauded of the Effect of his *Surrender* and the Fruits of his Grant; for if the Lord refuſe to admit him, he is compellable to do it by *Subpœna* in the Chancery, and the Grantor's Hands are ever bound from the Diſpoſing of the Land any other way, and his Mouth ever ſtopped from revoking or countermanding his *Surrender*. But peradventure, if a Copyholder languiſhing in Extremity *ſurrendereth* out of Court, to the Uſe of his Couſin, in Conſideration of Conſanguinity, or to the Uſe of his Son, in Conſideration of natural Love and Affection, and after recovereth his Health before Preſentment, this *Surrender* is revocable, or countermandable; but if it be granted upon valuable Conſideration, as for the Diſcharge of Debts, or for a Sum of Money paid, though it be made out of Court, yet it is as binding as any *Surrender* whatſoever made in Court. *Ibid.*

The Law is not ſo ſtrict to a Copyholder, as that he muſt come Perſonally into Court upon the making of every *Surrender*, but he may ſurrender by Attorney, as well as Livery and Seiſin may be made by Attorney at the Common Law; and ſhould the Law be otherwiſe, great Inconvenience would enſue; for how ſhould Copyholders that are in Priſon, or languiſhing upon Bed, or beyond the Seas, *ſurrender* but by Attorney. *Co. Copyh. Sect.* 34.

But if a Man hath a bare Authority joined with a Confidence without Intereſt, this Authority cannot be executed by *Attorney*; and therefore if I deviſe that my Executor ſhall ſell my Land, they cannot ſell by *Attorney*, for that were to make an Attorney upon Attorney, which the Law will in no wiſe permit; and though a Man may have an Authority joined with an Intereſt, yet if the Authority be warranted by Special Cuſtom only, it

cannot be executed by an *Attorney*; and therefore if there be a Special Cuſtom, that a Copyholder for Life may make Eſtate for Twenty Years to continue after his Death, theſe Eſtates cannot be made by *Attorney*. So if there be a Special Cuſtom, that an Infant at the Age of Diſcretion, may *ſurrender* a Copyhold, this *Surrender* being confirmed by Special Cuſtom only, cannot be made by *Attorney*. And ſo if there be a Cuſtom, that a Copyholder out of the Court may *ſurrender* into the Hands of the Lord, by the Hands of two Cuſtomary Tenants, ſuch Surrenders muſt be done in Perſon. *Ibid.*

If a Copyholder comes into Court, and tells the Steward that he is weary of his Copyhold, and deſires that the Lord of the Manor may take it, this is likewiſe a good *Surrender*, becauſe it is not requiſite that a Conveyance ſhould be made between the Lord and Tenant, purſuant to the Cuſtom of the Manor, becauſe a Copyholder hath no other Benefit of the Cuſtom but to convey his Eſtate to a Stranger, and that muſt be by *Surrender*. *Hutt.* 65. *Bleverhaſſet* againſt *Homberſtone*.

There were ſeveral Copyhold Lands uſed with and belonging to a Meſſuage; the Owner of the ſaid Copyhold *ſurrendered* to the Lord the ſaid Copyhold Meſſuage, with the Appurtenances; adjudged, that the Lands did not paſs by this *Surrender*, and Admittance of the *Surrenderee*, but only the Meſſuage, Orchards, Yards, Curtilage and Gardens. 2 *Cro.* 526. *Smithſon* againſt *Cage*.

A Copyholder of Inheritance being ſick *ſurrendered* his Copyhold Lands into the Hands of the Lord of the Manor, to the Uſe of an Infant then not born; and that if ſuch Infant, after born, ſhould die before full Age, or before Marriage, without Heirs, then to the Uſe of *W. R.* and his Heirs:

Heirs: The Child was afterwards born, and died within Age; adjudged, that this *Surrender* was void, becauſe the Uſe was to commence at a Day to come, and that the Remainder limited to *W. R.* was likewiſe void; becauſe it was to begin upon a Condition precedent (*i. e.*) upon the Death of the Infant dying after full Age, and unmarried, which did never happen. 2 *Bulſt.* 272. *Simpſon* againſt *Sotherne.*

Debt upon Bond, conditioned at the next Court to *ſurrender* a Meſſuage, *&c.* to the Uſe of the Obligee and his Heirs, and to procure him to be admitted, *&c.* and that he ſhould enjoy it without Interruption by the Defendant, or *Lancelot Symonds*, or any other Perſon claiming under them; the Defendant pleaded Performance, *&c.* the Plaintiff replied, that before the Bond was given, the ſaid Meſſuage was Copyhold, and demiſable by Copy of Court-Roll, *&c.* and that at ſuch a Court, the Lord granted this Meſſuage to one *Patience Huſſey*, for Life, Remainder to *Lancelot*, ſurrendered his Remainder to the Uſe of the ſaid *Patience*, for Life, and after her Deceaſe, to the Uſe of the ſaid *Lancelot* and *Jane* his Wife, for their Lives, and the Life of the Survivor, then to the Uſe of the ſaid *Lancelot* and his Heirs, who were admitted accordingly, and *Jane* ſurvived and claimed for Life, *&c.* upon a Demurrer to this Replication, it was objected, that the *Surrender* to *Patience* for Life was void, becauſe ſhe had an Eſtate for Life before; and if ſo, then the Remainder limited to *Lancelot* and *Jane* is void, becauſe it was a Remainder limited upon a void Eſtate in the Creation: But adjudged, that tho' the Eſtate limited to *Patience* was void, yet *Lancelot* and *Jane* took a Joint Eſtate for their Lives, not by Way of Remainder, but by Way of immediate Settlement, this being in Caſe of a Co-

pyhold, which would have been otherwiſe on a Conveyance at Common Law. 1 *Saund.* 148. *Wade* againſt *Back.*

A *Surrender* was made to the Uſe of the Second Son of *B.* for Life, after the Death of the Tenant in Poſſeſſion, and his Heirs: Adjudged, that the Tenant had not a Fee-ſimple by Implication in the Copyhold Lands, by theſe Words; for though it might be ſo in a Will, it is otherwiſe in a *Surrender*; for where the Lord admits in another Manner than appointed by the *Surrender*, it is void. 1 *Brownl.* 127. *Allen* againſt *Naſh.*

A Copyholder of Inheritance *ſurrendered* his Copyhold to the Uſe of himſelf for Life, Remainder to his Son *Valentine*, and *Alice* his Wife, for their Lives, and to their Heirs and Aſſigns; and for Default of ſuch Iſſue, to the Uſe of the *Surrenderor* and his Heirs: Adjudged, that *Valentine* and *Alice* had a Fee-ſimple, and not an Eſtate-tail, becauſe the Words, *in Default of ſuch Iſſue*, do not neceſſarily intend a dying without Iſſue; neither do they import of what Bodies ſuch Iſſue ſhall proceed, and every Heir is the Iſſue of Somebody; therefore the expreſs Eſtate limited to *Valentine* and *Alice*, their Heirs and Aſſigns, being a Fee-ſimple, ſhall not be turned into an Eſtate-tail by Implication, by Virtue of theſe Words, *in Default of ſuch Iſſue*; for the Limitations of Uſes in the *Surrender* of a Copyhold muſt be conſtrued by the ſame Rules as Limitations of Uſes in a Conveyance at Common Law, which are tied up to ſet Forms and Words, and not to be conſtrued upon imaginary Intentions of the Parties, as in Wills; and the rather in the principal Caſe, becauſe of the Word *Aſſigns*; for an Eſtate-tail is not aſſignable. 2 *Salk.* 621. *Idle* againſt *Coke.*

By

By the General Cuſtom of the Realm, every Copyholder may *ſurrender* in Court, and need not alledge in Pleading any Cuſtom therefore. So if out of Court a *Surrender* to the Lord himſelf; but if he *ſurrender* out of Court into the Hands of the Lord, by the Hands of two or more Copyholders, the Bailiff or Reeve, *&c.* or out of Court by the Hand of any other, the Cuſtoms are particular, and therefore he muſt plead them. *Co. Lit.* 59.

By the *Surrender* out of Court, the Copyhold Eſtate paſſeth to the Lord under a ſecret Condition, that it be preſented at the next Court, according to the Cuſtom of the Manor. And the Cuſtom guides *Surrender* out of Court, and the Cuſtom muſt be purſued. And therefore, if after ſuch *Surrender*, and before the next Court, he that made the *Surrender* dieth, yet the *Surrender* ſtandeth good; and if it be preſented at the next Court, *Ceſtuy que Uſe* ſhall be admitted thereto; but if not preſented at the next Court, according to the Cuſtom, then the *Surrender* becometh void. *Paſch.* 14 *Eliz. C. B. Co. Lit.* 62. *a.* 4 *Rep.* 29. And Cuſtom is ſo Forcible, that by it a Freehold and Inheritance may alſo paſs by *Surrender* (without Leave of the Lord) in his Court, and delivered over by the Bailiff to the Feoffee, according to the Form of the Deed, to be inrolled in Court, or the like. *Co. Lit.* 59. *b.*

A *Surrender* of a Copyhold Eſtate, held by a Widowhood, and one Life, out of Court, in order to take a new Eſtate in the Premiſſes by *Leaſe*.

'TO all, *&c.* to whom theſe Preſents ſhall come, 'A. F. Widow of *J. F.* of *O.* deceaſed, and 'S. P. Wife of *R. P.* of the ſame Place, and the 'ſaid *R. P.* ſend greeting: Whereas by Copy of 'Court-Roll of the Manor of *D.* bearing Date, '*&c.* a Grant was made by, *&c.* unto *T. F.* of, '*&c.* aforeſaid, of a Meſſuage or Tenement, *&c.* 'ſituate, lying and being in, *&c.* and then late 'in the Tenure of, *&c.* to hold for the Term of 'the Lives of the ſaid *T. F.* and *S. F.* Daughter of the ſaid *T. F.* and the Life of either of them 'longeſt living ſucceſſively, at the Will of the 'Lord, according to the Cuſtom of the ſaid Manor, by and under the yearly Rent of, *&c.* and 'one Heriot, when it ſhould happen, of the beſt 'Beaſt or Goods, or in Lieu thereof, the Sum of, '*&c.* in Money, at the Election of the Lord of 'the ſaid Manor; and by and under all other 'Rents, Burdens, Works, Suits, Cuſtoms and 'Services therefor due, and of Right accuſtomed, 'as by the ſaid Copy of Court-Roll more at 'Large may appear. And whereas the ſaid *A. F.* 'is poſſeſſed of the Premiſſes aforeſaid, for Term 'of her Widowhood, according to the Cuſtom of 'the ſaid Manor of, *&c.* And whereas the ſaid '*S. F.* is ſince married to the ſaid *R. P.* *Now* '*theſe Preſents witneſs*, That the ſaid *A. F.* by 'and with the Conſent, and at the Direction and 'Appointment of the ſaid *S. P.* and *R. P.* te'ſtified by their being made Parties to, and Sign'ing and Sealing of theſe Preſents; and alſo the

'ſaid

'ſaid *S. P.* and *R. P.* for divers good Cauſes
'and valuable Conſiderations them thereunto e-
'ſpecially moving, and to the Intent and Purpoſe
'that a new Eſtate of and in the Premiſſes may
'be granted to the ſaid *A. F.* they the ſaid *A. F.*
'*S. P.* and *R. P.* have ſurrendered and yielded
'up, and by theſe Preſents do, and each and ei-
'ther of them doth ſurrender and yield up unto
'*J. C.* Eſq; Lord of the ſaid Manor of, *&c.* as
'well the ſaid recited Copy of Court-Roll, and
'all and ſingular the Meſſuage, Tenement, Lands
'and Premiſſes aforeſaid, with the Appurtenances
'therein and thereby granted; as alſo all the Eſtate,
'Right, Title, Intereſt, Poſſeſſion, Reverſion, Pro-
'perty, Claim and Demand whatſoever, of them
'the ſaid *A. F. S. P.* and *R. P.* and of either
'or any of them, of, in and to the ſame, or of,
'in or to any Part or Parcel thereof. And the
'ſaid *A. F. S. P.* and *R. P.* do hereby covenant
'for themſelves and every of them, by theſe Pre-
'ſents, That they the ſaid *A. F. S. P.* and *R. P.*
'or either or any of them, ſhall and will from
'Time to Time, and at all Times hereafter, du-
'ring the Term of their Lives, at the reaſonable
'Requeſt, Coſts and Charges in the Law, of the
'ſaid *J. C.* his Heirs or Aſſigns, make and do all and
'every ſuch further and other lawful and reaſon-
'able Acts and Things, for the further, better,
'and more perfect Surrendering of the ſaid Tene-
'ment, Lands and Premiſſes, to the Uſe of the
'ſaid *J. C.* his Heirs and Aſſigns, as by his or
'their Counſel learned in the Law ſhall be rea-
'ſonably deviſed, adviſed and required. *In witneſs,*
'*&c.*

A *Surrender* of Lands out of Court, into the Hands of Cuſtomary Tenants.

The Manor of, *&c.* } *January* the Tenth, in the Year of our Lord, One thouſand ſeven hundred and thirty-four.

BE it remembered, *That on the Day and Year above-written,* Joſeph Selby, *a Cuſtomary Tenant of this Manor, did Surrender by Rod, into the Hands of the Lord of the ſaid Manor, by the Hands and Acceptance of* Richard Prieſt *and* William Monk, *two like Cuſtomary Tenants of the ſaid Manor,* All *that Cloſe or Parcel of Lands called* Riders-Cloſe, *now or late in the Tenure and Occupation of* William Rider, *his Heirs or Aſſigns, containing by Eſtimation, ten Acres, be the ſame more or leſs, ſituate, lying and being at* H. *in the Manor aforeſaid,* To the Uſe and Behoof *of* John Duke, *his Heirs and Aſſigns for ever, according to the Cuſtom of this Manor.*

Taken by us (being firſt duly ſtamp'd.) Joſeph Selby.

Richard Prieſt,
William Monk.

The Method of taking a Surrender *in Court.*

The Tenant who is about to *Surrender,* having a Wand or Rod in his Hand, ſays in Manner following,

I T. A. *do ſurrender and yield up, into the Hands of* J. C. *Eſq; Lord of this Manor, all that,* &c. [recite the Premiſſes] *with the Appurtenances, within and holden of this Manor, now in the Poſ-*

ſeſſion

ſeſſion of, &c. and all my Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in and to the ſame, to the Uſe and Behoof of B. A. *my eldeſt Son and Heir, his Heirs and Aſſigns for ever, according to the Cuſtom of this Manor; and in Token thereof, do deliver up this Rod.* [Delivering to the Steward the Rod he had in his Hand. See **Admittance**, p. 12.]

A Surrender *and Remiſe of Lands made in Court before the Steward, after the Examination of the Wife.*

'TO *this Court came S. M.* and *K.* his Wife, and being preſent here in Court, in their proper Perſons, and the ſaid *K.* by the Steward of the ſaid Court, being ſolely, and ſecretly examined, and conſenting did ſurrender into the Hands of the Lord of the ſame Manor, and did remiſe, releaſe, and altogether for them, their Heirs and Aſſigns, quit Claim to the Uſe and Behoof of *R. W.* and his Heirs, all their Right, Title, Eſtate, Uſe, Intereſt, Claim and Demand whatſoever, which they or either of them ever had, now have, or hereafter may have, according to the Cuſtom of the ſaid Manor, of, in or to ten Acres of Land, with one Meſſuage, Parcel of the Tenement called *L.* and of, in and to three Acres of Copyhold Land of the Tenement called *M. &c.* which ſaid Premiſſes the ſaid *R. W.* lately had and took up, and now holdeth to him and to his Heirs, after Surrender thereof made by *S. M.* as at the Court there holden, *&c.* in the Year, *&c.* more at large appeareth, *To the Uſe and Behoof* of the aforeſaid *R. W.* and of his Heirs, ſo that neither the aforeſaid *S.* and *K.* nor either of

'of them, nor the Heirs of either of them, 'from thenceforth may require, claim or challenge 'any Eſtate, Right, Title, Dower or Demand 'thereof, or of any Part or Parcel thereof; but 'of and from all Actions, Right, Title, Dower 'and Demand thereof to be had from hence-'forth ſhall be altogether barred and excluded; 'and both and either of them is barred and ex-'cluded by this preſent *Surrender*, Releaſe and Quit-'claim; and for this Surrender, Remiſe and Releaſe 'the ſaid *R. W.* doth give a Fine to the Lord, 'and to the ſaid Lord hath done *Fealty*, &c.

A Surrender of a Leaſehold Eſtate, by Way of Indorſement.

'MEmorandum, By theſe Preſents, I *A. B.* 'do ſurrender and yield up into the Hands 'of the Hon. *T. G.* Eſq; all the Lands, with the 'Appurtenances in the Indenture within granted, 'and all the Eſtate, Right, Title, Intereſt, Claim 'and Demand whatſoever of me the ſaid *A. B.* 'my Executors or Adminiſtrators of, in and to the 'ſame, by Force and Virtue of the ſaid Inden-'ture, or by any other Ways or Means whatſo-'ever, together with the ſame Indenture to be 'cancelled. *In Witneſs*, &c.

For the ſeveral References under this Head, ſee the Table.

Surveyor. See **Highway.**

Survivor, a *Survivor* is preferred before a Deviſee, becauſe no Deviſe can take Effect till after the Death of the Deviſor, and by his Death all the Land cometh to his Companion. *Co. Lit.* 185. *b.*

See **Heriot.**

Suſpend. If a Copyhold be granted to three for *Lives*, and the firſt of them take an Eſtate by Deed, with Livery from the Lord, by this the Copyhold for that Life is *ſuſpended*. *Dyer* 30. 4 *Rep.* 31.

Terra Suſanna, is from the *French Suſanne*, ſignifying ſtale ſuperannuated Land, or Land with over much Tillage worn and beaten out of State; and therefore of Neceſſity lying over a Year, and being converted from Tillage to Paſture, until it may recover State, and be fit for Tillage again. *Somner* 119.

Swanſey. See **Gower.**

Swilling-Land was Land let out and occupied by Plough-Lands. *Somner* 117.

Swine-Gavel.
Swine-Money.
Swine-Paneges.
} See **Gavel-Swine.**

TAIL. In a Special Verdict in Ejectment, the Caſe was, That Copyhold Lands were demiſable in Fee or in Fee-tail, or for Life, and *H. S.* being ſeiſed thereof in *Tail*, Remainder to *E. S.* in *Tail*, *H. S.* ſuffered a *Recovery* thereof in the Manor-Court, and died without Iſſue, the Jury found there was not any Cuſtom in the ſaid Manor for Tenants in *Tail* to ſuffer Recoveries, *&c.* Adjudged, that this *Recovery* did not bind the Iſſue in *Tail*. *Cro. Eliz.* 391. *Clunn* againſt *Peaſe* and *Turner*.

A *Surrender* was made to the Uſe of the *Surrendree* in *Tail*, with Remainders over likewiſe in *Tail*: Adjudged that a Recovery ſhall not bar this *Entail*, without a Special Cuſtom. *Moor*, *p.* 188. *Hill* againſt *Morſe*.

See **Bar, Cuſtom, Deſcent, Diſcontinuance, Entail, Illewoyth, Wakefield.**

Tath.

Tath. In the Counties of *Norfolk* and *Suffolk*, the Lords of Manors claimed the Privilege of having their Tenants Flocks of Sheep brought at Night upon their own Demeſne Lands, there to be folded for the Improvement of the Ground; which Liberty is called *Tath. Jacob's Law-Dict.* Sub *Tit.*

Taunton, Co. *Somerſet.* An *Attorney* of the Court of King's Bench was choſen *Tithingman* of *Taunton*, where there was a Cuſtom, that every one ſhall be a *Tithingman* or *Conſtable*, dwelling in ſuch Houſes, and the *Attorney* brought his Writ of Privilege, and it was allow'd. *Cro. Car.* 389. *Prouſe's* Caſe. And Cuſtom of this Manor is, That the Wife of the Copyholder ſhall have the Inheritance of her Husband. 1 *Siderfin* 267.

Team. See **Theam.**

Teddeſley. See **Theſterton.**

Tellwork is that Work or Labour which the *Tenant* was bound to do for his Lord, for a certain Number of Days. *Jacob's Law-Dict.* Sub *Tit.*

Tenant is one that occupieth Land, *&c.* held of ſome Lord by Rent, or Fealty at leaſt. No Subject hath properly *Allodium*; for all Lands, *&c.* in the Hands of the Subject are holden of ſome Lord or Landlord by ſome Tenure or Service. *Wood's Inſt.* 67. 1 *Inſt.* 1. *a.* & *b.*

A *Tenant* is either very *Tenant*, and holds immediately of the Lord, or *per availe*, that hath *Availe* and Profit of the Land holden of one that holdeth of another. *Wood's Inſt.* 67. 2 *Inſt.* 296.

The Word *Tenant* is uſed with divers Additions, *for which* ſee the *Table.*

See **Copyhold, Dovecote, Iſle of Man, Life, Outlaw, Remainder, Roll, Surrender, Tellwork, Will.**

Tender

Tender is an Offer to pay *Rent*, *&c.* It may be of Money in Purſes or Bags, without ſhewing or telling the ſame, and may be on any Part of the Land, or at any Time of the laſt Day of *Payment*; for he doth that which he ought, *viz.* to bring the Money in Purſes or Bags, which is the uſual way Money is carried, and then it is the Duty of the Party that is to receive it, to put it out and tell it. *Wood's Inſt.* 189. 1 *Inſt.* 202, 208. *a.* 5 *Rep.* 115.

In all Caſes of Condition for Payment of a certain Sum in Groſs, touching Lands or Tenements, if lawful *Tender* be once refuſed, he which ought to *tender* the Money is quit and fully diſcharged for ever after. *Co. Lit. Sect.* 338.

A *Tender* of *Rent* muſt be of the whole *Rent*, without Deduction of Taxes, *&c.* (for Stoppage is no Payment) unleſs it be agreed to be otherwiſe.

If the Owner of the Cattle, (*a*) before Diſtreſs, *Tenders* his Rent, if a Diſtreſs is afterwards taken, notwithſtanding the *Tender*, it is wrongful, and he may make *Reſcous*. But if the *Tender* be after Diſtreſs, and before the Impounding, the Owner cannot *Reſcue* them; for the Taking was lawful, though the Detainer is wrongful. A *Tender* after the impounding makes neither the one nor the other wrongful; for then it cometh too late. The ſame Law for *Damage-feaſant*; if before the Diſtreſs there is a *Tender* of ſufficient Amends. (*b*) And in Damage the Party may *Tender* Amends until the Cattle are impounded; and then the Detainer is unlawful.

(*a*) 1 Inſt. 160. *b.* 2 Inſt. 107. 8 Rep. 147. (*b*) 5 Rep. 76.

In *Treſpaſs, &c.* for Taking his Horſe, the Defendant pleaded, that one *Poole* was Owner of the Horſe, and it ſtrayed out of his Poſſeſſion, and came to the Hands of the Plaintiff; and that afterwards this Defendant, by the Command of the ſaid *Poole*, and within a Year after it ſtrayed, demanded the Horſe of the Plaintiff, and tendered Amends, who refuſed to deliver the Horſe, and thereupon the Defendant took it, *&c.* the Plaintiff made a frivolous Replication, to which the Defendant demurred; and upon arguing the Point in Law, it was adjudged; 1. That the Owner of an Horſe, or other Cattle which are Eſtrays, may ſeiſe them where-ever he finds them, without telling the Marks, or proving the Property to be in him, which may be done at the Trial, if the other Side think fit to contend it; and 2. That though the Defendant does not plead directly that he *Tender'd* Amends, but only that he demanded the Horſe, *proferendo Satisfactionem*, yet the Court held this a direct Affirmation, like the Caſe of *Warrantizando vendidit*, where the *Participle* affirms as directly as a *Verb*; and 3. That a *Tender* of Amends generally, without ſhewing the particular Sum, is good; becauſe the Owner of the Stray is no Wrong-doer; and it is impoſſible for him to know how long his Horſe had been in the Lord's Poſſeſſion, or how much would make him Satisfaction for his keeping. It is true, it is otherwiſe in *Treſpaſs*; for in ſuch Caſe a Sum certain muſt be *Tendered*, becauſe the Defendant is ſuppoſed to be a Wrong-doer; and for that Reaſon the Law puts this Difficulty upon him. 2 *Salk.* 686. *Henley* againſt *Walſh.*

See Payment.

Tenure, is the Manner whereby Lands or Tenements are holden; or the Service that the Tenant owes to his Lord: And there can be no *Tenure*

without ſome Service, becauſe the Service makes the *Tenure.*

Stat. 12. *Car.* 2. *cap.* 24. 'All Tenures by 'Knights Service *in Capite*, and Socage *in Capite*, 'and the Fruits and Conſequence thereof, ſhall be 'taken away; and all Tenures turned into free and 'common Socage, and all Conveyances and De-'viſes ſince the 24th of *February*, 1645, ſhall be 'of ſuch Effect, as if the Lands and Hereditaments 'had then been holden in free Socage only; and 'all Tenures to be created by the King ſhall be in 'free Socage only, and not *in Capite.*

'Saving Rents certain, Heriots or Suits of Court, 'and Services incident to common Socage, and 'ſuch Relief in Reſpect of ſuch Rent as is paid in 'Caſe of a Death of a Tenant in Common So-'cage; and Fines for Alienations due by particular 'Cuſtoms, other than of Lands holden immediately 'of the King *in Capite*, and ſaving Tenures in '*Frank-almoigne*, which alſo ſhall not be ſubject 'to other Services than now they are, nor Tenures 'by Copy altered, nor the Services of grand Serje-'anty (other than Wardſhip, Marriage, Eſcuage, 'Voyages Royal, and other Charges incident to 'Knight-ſervice, and *Aide pur faire fits Chevalier*, '*& File marrier*) taken away.'

Mr. *Madox*, in his *Hiſtory of the Exchequer*, *p.* 432, 433, makes the following Obſervations on this Statute.

'It is wonderful (ſays he) to ſee how much 'the Notion of Tenancy *in Capite*, which is in it 'ſelf plain and ſimple, hath been obſcured and per-'plexed by Writers. Within the Memory of Man 'there have been eager Diſputes about the Te-'nants *in Capite.* By what I have read of the 'Controverſy, I cannot perceive, that it was ever 'agreed amongſt the Diſputants, what Tenancy *in* '*Capite* was; or that they had a diſtinct Notion of

'it

'it. There is one Thing here to be remembered, 'which may juſtly ſeem ſtrange. I muſt ſpeak of 'it with great Submiſſion: It was intended, by 'the above-recited Statute, to take away and abo-'liſh *Tenure* by Knight-ſervice, whether of a King, 'or of a Subject, with the Fruits and Appendages 'thereof, *viz.* Wardſhip, Marriage, Relief, Eſcu-'age, *&c.* and to take away Wardſhip, Marriage, 'Relief, Eſcuage, and other feodal Profits, or Ser-'vices incident either to *Tenure* by Barony, or by 'Serjeanty. But there are ſome Clauſes in that 'Statute relating to *Tenures*, which, if I do not 'miſtake, are worded in Terms ſo complex and in-'diſtinct, that like a Two-Edged-Sword they cut 'both Ways. In general, as to the Nature of Te-'nancy *in Capite*, one may preſume to ſay, it has 'not been ſufficiently cleared by the common Law-'yers, or even the Antiquaries of our Nation. 'Sir *Edward Coke* has no Luck in the Explication 'he gives of it in his *Firſt Inſtitutes*, *p.* 108. *a.* Nor 'is his Opinion in the Caſe needful to be recited 'here. Mr. *Selden* ſpeaks as if he thought a Baron 'and a Tenant *in Capite* was all one. (*Not. & Spi-'cil. & Eadm. p.* 868. and Tit. *Hon. p.* 575.) And 'Sir *Henry Spelman* ſaith, that in the Time of King '*Henry the Second*, every *Tenure in Capite* was ac-'counted a *Tenure* by Barony. (*Gloſſar. ad vocem 'Baro*, *p.* 73. *Col.* 2.) In this Caſe, both Mr. *Sel-'den* and Sir *H. Spelman*, although in Part, they 'are not far from the Truth, have fallen ſhort of 'giving a clear and juſt Explication. I think it may 'be rightly ſaid, that in the antient Times (ſuppoſe 'about the Time of King *Henry* the Second) moſt 'of the Tenants holding of the King *in Capite* 'were real or reputed Barons; not barely becauſe 'they held of the King *in Capite*, but partly for 'that Reaſon, and chiefly becauſe they held of him 'large Seigneuries. And there was, as I take it, 'ſo great a Likeneſs between a *Baron* and one of

'the King's Tenants *in Capite*, who held a large 'Seigneury, that in the Reign of King *Henry* the 'Second, they made little or no Difference be-'tween them. There was also another Thing, 'which made Tenancy by *Barony* and Tenancy of 'the King *in Capite*, by Knight-Service, so like the 'one to the other; and that was the indetermin-'ed Quantity or Number of Knights Fees neces-'ry to compose a *Barony*. For whereas some *Ba-'ronies* or Honours were excessive large, consist-'ing of a very great Number of Fees. Others 'again were so small, that by the Quantity of 'them, or the Number of the Fees whereof they 'consisted, they could not be known to be *Ba-'ronies*. In some, every *Baron*, properly so call'd, 'was a *Tenant in Capite*; but every *Tenant in 'Capite* was not, by Reason of his Tenure *in Ca-'pite*, a *Baron* or a *reputed Baron*. From the 'Reign of King *Henry* the Third, downwards to 'the succeeding Times, the Tenants *in Capite* be-'came very numerous; so that it sometimes hap-'pened that a Man was the King's *Tenant in Ca-'pite* of a Half, of a Quarter, or a Tenth Part of 'a Knight's Fee, which small Tenancies *in Capite* 'were far different from Baronies. Again, if a 'Man held of the King *in Capite*, by some other 'Tenure than *Barony* or Chivalry, such Person, al-'though he was a Tenant *in Capite*, was by no 'Means a *Baron*.

'Men seem to have been lead into their con-'fused Way of Speaking upon this Subject, by 'supposing *Tenure in Capite* to have been a distinct 'Kind of *Tenure*, in like Manner as *Tenure* by 'Knights-Service, Socage, and others were, which 'Supposition is fallacious and untrue. For *Tenure in 'Capite* was so far from being a distinct Sort of *Te-'nure* by it self, that it might be predicated of the 'several other *Tenures*, that is to say, a Man

'might hold of the King *in Capite*, either by Barony or by Knights-Service, or by Serjeanty, or by Socage, or by Fee-farm. And if it be ſaid that a Man held of the King *in Capite*, without mentioning expreſly by what Service, it is to be underſtood, that he held of the King immediately, in Oppoſition to his holding immediately of another; and that Phraſe was uſed in ſuch Caſe, when the Service was not in Queſtion, but the *Tenure* only, to wit, whether it was mediate or immediate. But the fallacious Suppoſition above-mentioned, had entred into the Minds of Men long before the Reign of King *Charles* the Second: For Example; Queen *Elizabeth*, by her Letters Patent, dated at *Weſtminſter* the Nineteenth Day of *November*, in the Forty-ſecond Year of her Reign, granted to *Richard Ryves* and *John Burges*, Gentlemen, the Manor or Lordſhip of *Borſcombe* in *Wiltſhire*, and divers other Lands in Fee-ſimple. The *Tenure* was reſerved in theſe Words, *Tenendum de nobis, hæredibus & ſucceſſoribus noſtris, ut de manerio noſtro de Eſt-Greenwich, in Comitatu noſtro Kanciæ per fidelitatem tantum, in libero & communi Socagio, & non in Capite, nec per Servitium Militare, pro omnibus aliis redditibus, Servitiis, &c.* [To be held of us, our Heirs and Succeſſors, as of our Manor of *Eaſt-Greenwich*, in our County of *Kent*, by Fealty only, in Free and Common Socage, and not *in Capite*, nor by Military Service, for all other Rents and Services] *Ex parte Orig.* 42 *Eliz. Rot.* 1. The ſame Queen, by Letters Patent, dated the Fourteenth Day of *March*, in the ſame forty-ſecond Year, granted to Sir *John Spencer*, in Fee-ſimple, the Site of the Priory of *Tortington* in *Suſſex*, *&c. Tenendum de nobis, &c.* in the ſame Words as above in the Grant to *Ryves*. *Ib. Rot.* 10. And many

other

'other Letters Patent, made in the Reign of that 'Queen, and afterwards, are of the ſame Tenour: 'Whereas the latter Words [*& non in Capite*] 'are (with great Submiſſion) repugnant to the 'former, *Tenendum de Nobis.* And therefore the 'Tenure (if any) reſerved to the Crown by thoſe 'Patents, was in Truth, *Tenure in Capite* by So-'cage'. *Thus far Mr.* Madox.

A Man ſeiſed of a Manor whereunto be divers Free Tenants, divers Copyholders, and divers Special Cuſtomary Tenants, and the Cuſtomary Tenants do hold to give Attendance on the Freeholders at the Lord's Court. All the Free Tenants dying, ſaving one, the Lord doth bargain and ſell the Manor to a Stranger; this is now, in Reſpect of the Free Tenants, a *Tenure*, and no *Manor*; in Reſpect of the Copyholders, both a *Manor* and a *Tenure*; and in Reſpect of Cuſtomary Tenants, neither *Manor* nor *Tenure*. *Calthrop's Readings*, *p.* 10.

For the ſeveral Tenures *treated of in this Book*, ſee *the Table.*

Terring, Co. *Suſſex.* Within this Manor the Tenants are obliged to do certain Work by the Rod, which is called *Rod-Gavel. Somner* 22.

Teſtificandum. See **Witneſs.**

Teynton, Co. *Glouceſter.* This Manor was held by *Hugh de Kilpec*, of the King, by Serjeanty, to keep the *Hay* of *Hereford* at his own Coſt. *Pla. Cor.* 32 *H.* 3. *Rot.* 10. *in Dorſo. Blount* 57.

Thane implies a Miniſter or Servant, who was an Honorary Servant to the King in War and in Counſel, not a Servant under abſolute Command, but obliged by federal Union to ſerve the King in War and in Council, for the Preſervation of one and the other's Property. And this *Thane*, or Under Captain's Portion of Land, given him by the Conquering *Saxons*, was called his *Soke* or Manor,

in which he had his Privilege, as the King had in the whole Kingdom. And in the Court of his Soke, he determined all Differences between his Men in their Civil Right; and alſo puniſhed Criminals with the Advice and Conſent of his Freemen, which Court was called *Hall-mote*, [ſee **Hall-mote**] and Life and Death was at firſt within the Juriſdiction of it. And this *Hall-mote* was held once a Week; in leſſer Sokes once in a Fortnight or three Weeks, or a Month; but this uncertain Time was afterwards regulated by the Legiſlature of the Nation. *Henry* the Firſt limited the Time to once a Fortnight, and no oftener, and *Henry* the Third to once in three Weeks, and then Lords of Manors could not hold their Courts as often as they pleaſed, as the *Thanes* did. When Lands eſcheated to the *Thane*, he frequently granted them to ſome of his Reſiants in open *Hall-mote*, with the Conſent of his Freemen: And antiently the Grants were made by Words only in the Preſence of the Convaſſals of the Soke; the *Thane*, after the conveying Words, delivering to the Grantee a Sword, a Bow and Arrows, and Helmet, a Horn, or ſome other ſmall Gift in Token of Livery. *Gurd. Hiſt.* 537, 541, 547. But now it is uſual by Rod. See **Surrender**, p. 528.

Theam or *Team*, ſignifies in Old Charters, a Royalty granted by the King to the Lord of the Manor, from trying and judging his Bondman, Neifes and Villains. *Gurd. Hiſt.* 560.

See **Truro**.

Thingdene, Co. *Northampton*. *Henry* III. granted to *Stephen de Segrave*, and his Heirs, this Manor, with the Advowſon of the Church, and with Tillages, Villanages, and Services of Freemen and all other Appurtenances, rendering therefor 24*l.* in Number every Year, for all Services and Demands

Demands. *Mag. Rot.* 14 *Hen.* 3. Northampte-ſhire. *Madox Firma Burgi* 4.

Thol is a Liberty, or Right of Buying and Selling within the Precinct of a Manor, paying a Fee to the Lord. *Gurd. Hiſt.* 560.

Thorp, Kirby and **Walton**, Co. *Eſſex*, are included within the Antient Liberty called, *The Liberty of the Stoke.* In theſe, no Man may be arreſted by any Kind of Proceſs, but of the Bailiff of the Liberty; and not by him, but with the Conſent of the Lord firſt obtained. The Sheriff hath no Power within this Liberty, in any Cauſe whatſoever; but the Bailiff executeth all Matters, as if he had Viſcountile Authority. *Camd. Brit.* 424.

Threke. See **Cuckwold.**

Thurgarton and **Horſepoll**, Co. *Nottingham.* The Tenants of theſe Manors held their Lands by theſe Cuſtoms and Services. Every Native or Villain, (which were ſuch as we call Huſbandmen) paid each a Cock and a Hen, beſides a ſmall Rent in Money, for a Toft and one Bovat of Land, held of the Priory of *Thurgarton.* Theſe Cocks and Hens were paid the Second Day in *Chriſtmas*; and that Day every one, both Cottagers and Natives, dined in the Hall, and thoſe who did not, had a white Loaf and a Flaggon of Ale, with one Meſſe from the Kitchin: Every Villain gave a Half-penny towards cleanſing the Mill-Dam. The Freeholders were bound to three Plough-Days for the Lord with one Plough, which were then valued at 12 *d.* and likewiſe three Days Work in Harveſt; the firſt Day with one Man, the ſecond Day with two, and the third with five Workmen and one of themſelves in Perſon, and every Day to have their Refection. The Natives were likewiſe bound to give three Plough-Days each, and every Plough was to be allowed four Boon Loaves, and to Harrow three Days,

and every Harrower was allowed a Brown Loaf, and two Herrings a Day. Likewiſe all the Natives and Cottagers were to reap every other Day in Harveſt, the firſt Day every two were to have one Brown Loaf and two *Toilletts*, the ſecond Day, two Brown Loaves and one *Toilett*, and afterwards every two Men to have every Day three Brown Loaves. And on the Day of the great *Bidrepe*, which was called the Priors Boon, every Native was to find three Workmen, and Cottager one. Every of the ſaid Natives were to make Carriage from the forain Granges thrice a Year, each with one Horſe, and every Time to have a *Miche* or White Loaf; and all the Reapers in Harveſt, which were called *Hallewimen*, were to eat in the Hall one Day in *Chriſtmas*, or afterwards at the Diſcretion of the *Celerer*. Likewiſe every *Niefe*, or ſhe Villain that took a Husband, or committed Fornication, paid *Marchet* for Redemption of her Blood 5 *s.* 4 *d.* and the Daughter of a Cottager paid but Half a Marchet. And every Native paid for Paunage of every Swine in the Park 3 *d.* *&c.* *Blount* 142, 143.

Timber. If a Copyholder for Life cuts down *Timber-Trees*, the Lord may take them. If an *Under-Leſſee* for Years of a Copyhold cuts down *Timber*, it ſhall not be a *Forfeiture* of the Copyhold Eſtate. *Style*, *p.* 233.

See **Aſſign, Repair, Trees.**

Tinmouth, Co. *Northumberland.* A Copyholder in Fee, who held of the Manor of *Tinmouth*, had Iſſue two Daughters, and died; and in a Special Verdict in Ejectment, the Jury found the Cuſtom of that Manor to be, that the eldeſt Daughter ſhall have the whole Copyhold for her Life; and that after her Death, the next Heir Male to the Father ſhall have it to him and his Heirs, who can derive a Deſcent from the Males, excluſive to

the

the Females; and that if there is no ſuch Heir Male, it ſhall eſcheat to the Lord. The Widow entred after the Death of her Husband, ſhe having a Widow's Eſtate by the Cuſtom, and then the eldeſt Daughter died, and afterwards the Widow died: Adjudged, that this general Cuſtom for the Males of the Collateral Line to inherit, excluſive of the Females of the Right Line, may be good *ratione loci, &c.* and that the ſurviving Daughter was within this Cuſtom; for the eldeſt Daughter in this Caſe ſhall not be only *primogenita filia* of the Father, but the Eldeſt at the Death of the Mother, who had the Eſtate by the Cuſtom. 1 *Sid* 267.

Tithes. Every Copyhold Eſtate muſt be Parcel of a Manor, and demiſed or demiſable Time out of Mind; and therefore *Tithes* cannot be ſo granted, becauſe they cannot paſs by Copy of Court-Roll, but by Grant; but if they have been granted Time out of Mind by Copy, they may paſs. 4 *Rep.* 24. *Cro. Eliz.* 814. *Moor n.* 844.

See **Guildford.**

Tithingman. See **Taunton.**

Toll. See **Antient Demeſne, Hannington, Loſtock, Torkeſey.**

Tolt, is a Precept, by which a Cauſe depending in a Wapentake, or other inferiour Court-Baron holden by any Lord of a Manor, may be from thence removed into the Sheriff's Court; and it is a *Superſedeas* to all Proceedings in Courts-Baron.

Tonge, *Co. Salop'. Roger la Zouch,* being Lord of this Manor, did by fair Deed in *Henry* the third's Time, grant to *Henry de Hugefort,* and his Heirs, certain Meſſuages and Lands lying in *Norton* and *Shaw,* in the Pariſh of *Tonge,* with Liberty of fiſhing in the Waters, Paunage for Hogs, and Liberty to get Nuts for certain Days in the Woods of the ſaid Manor, rendering yearly to the ſaid *Roger* and his

Heirs a Chaplet of Roſes upon *Midſummer-day*, in Caſe he ſhould be then at *Tonge*. *Blount* 12.

Tonſtal, *Co. Stafford*. In Replevin for taking a Gelding in *Delphfield*, the Defendants made Conuſance as Bailiffs to *Jane Ball*, who was ſeiſed in Fee of the Place where, *&c.* and ſo juſtified the Taking, *&c.* Damage-feaſant. The Plaintiff pleads in Bar to the Conuſance, that before the ſaid *Jane Ball* was ſeiſed, *&c.* one *Richard Sneyde* was ſeiſed in Fee of two Parts of the Manor of *Tonſtal*, of which the *Delphfield*, the *Barnyard*, the *Great Knowl*, and the *Limefield*, were Parcel; and that in the *Limefield* there had been Time out of Mind a Coal mine called the *Great Rowe*; that the ſaid *Richard Sneyde* by Indenture demiſed a Moiety of the ſaid Coal-mine to one *William Burſlem* for 99 Years, with free Liberty of Ingreſs and Regreſs, with all Manner of Carriages unto and from the ſaid Mine, and to dig the Coals there; That the ſaid *William Burſlem* died Inteſtate, and Adminiſtration was granted to *John Burſlem*, who granted all his Intereſt in the ſaid Coal-mine to one *John Colclough*, who deviſed the ſixth Part thereof to one *Aaron Wedgwood*, for the Reſidue of the ſaid Term for 99 Years, and made three Executors, and died; that one of the Executors aſſented to this Legacy; whereupon *Aaron Wedgwood* entered, of whom the Plaintiff bought One hundred Horſe-Load of Coals, which were digged out of the ſixth Part of the ſaid Coal-mine, and which laid on the Brink thereof, and gave Licence to *Simpſon* the Plaintiff, to take and carry them from thence to the high Way, by and through a Way over the *Delphfield*, which was the uſual and convenient Way, *&c.*

The Defendants in their Replication confeſs the Seiſin of *Sneyde*, and Demiſe to *Burſlem*, but that at the Time of the ſaid Demiſe, the *Delphfield* was Copyhold

Copyhold held of the ſaid Manor of *Tonſtal*, which ſaid Copyhold Sir *William Sneyde*, Lord of that Manor, granted to one *Thomas Trick* and his Heirs, who ſurrendered the ſame to his Son and Heir *Samuel Trick*, and his Heirs, who was admitted; that afterwards the ſaid Sir *William Sneyde* made a Feoffment of the ſaid Manor to *Ralph Sneyde*, and his Heirs, who made another Feoffment of the Copyhold Premiſſes to *Thomas Trick*, by the Name of *Thomas Tellwright*, and his Heirs, by which the ſaid Copyhold was extinguiſhed: That *Thomas Tellwright* died ſeiſed, and that the Premiſſes deſcended to *John* his Son and Heir, who made a Feoffment thereof to *Jane Ball*, and her Heirs; and avers, that at the Time of the Demiſe to the ſaid *William Burſtem*, there was no Coal-mine open in *Limefield*, nor any Way over the *Delphfield*, *&c.*

Upon a Demurrer, and Joinder in Demurrer, it was objected, that the Owners of the Mine in the *Limefield* could have no Way over the *Delphfield*, becauſe it did not appear in the Pleading, that there was an abſolute Neceſſity for ſuch a Way; 'tis true, the Plaintiff in his Bar to the Avowry ſays, it was an uſual and convenient Way; but it doth not follow from thence that it was of abſolute Neceſſity; and if not, then the Leſſee of the Coal-mine can have no Way there; and ſo is *Packer* and *Welſtead*'s Caſe. 2 *Sid.* 39, 111. But then it was moved, that in the principal Caſe a Copyholder in Fee had purchaſed the Freehold and Inheritance of it, by Reaſon whereof the Copyhold Eſtate was extinguiſhed; and therefore the grant of this Way in the Leaſe of the Coal-Mine might operate as well as if the *Delphfield* had been in the Hands of the Lord of the Manor when the Leaſe was made; and upon this Point it was adjourned.

But the Replication was ill, becauſe two Feoffments were pleaded without any Conſideration,

habendum

habendum to the Feoffees and their Heirs, without ſaying to the Uſe of them and their Heirs. 2 *Lutw.* 1247. *Simpſon* againſt *Tellwright.*

Top. See **Bough, Pollard, Repair.**

Toz. See **Enbozne.**

Towceſtoz. *Co. Northampton,* Sir *George Farmor* brought an Action upon the Caſe againſt *Brook,* and ſhewed he was ſeiſed of this Manor in Fee, and that all the Tenements of the Town are held of the ſaid Manor, and ſhewed that Time out of Mind, *&c.* he and all thoſe whoſe Eſtate he hath, had a Bakehouſe, Parcel of the ſaid Manor maintained at their Charge, and that this Bakehouſe was ſufficient to bake Bread for all the Inhabitants, and for all Paſſengers through the ſame Town; and the Bread ſo baked had uſed, *&c.* to be ſold at reaſonable Prices, and that no other Perſon within the Town had uſed to bake any Bread to ſell to any Perſon; and it was adjudged by the whole Court a good and reaſonable Cuſtom. 8 *Rep.* 125.

Tozkeſey. *Co. Lincoln;* in *Saxon* Tuncerig, now a little mean Town, but heretofore very noted; for there were in it before the *Norman* Times (as it is in Domeſday) two hundred *Burghers,* who enjoyed many Privileges, on Condition, that they ſhould carry the King's Ambaſſadors, as often as they came that Way, down the River *Trent,* in their own Barges, and conduct them as far as *York.* Their antient Charter is ſtill preſerved; and they enjoy thereby the Privilege of a Toll, from Strangers who bring Cattle or Goods that Way; as alſo Privilege of a Fair on *Monday* in *Whitſun-week. Camd. Brit.* 562.

Traverſe. In *Replevin,* the Defendant avows for Damage-feaſant, by Reaſon of a Copy granted to him of the Place where, *&c.* by the Lord of the Manor, *Cooper,* Biſhop of *Winchester.* The Plaintiff ſaith,

ſaith, That before *Cooper*, *Horn* was Biſhop, by whoſe Death the Temporalities came into the Queen's Hands, and this Copyhold, during the Time that the Temporalities were in the Queen's Hands, eſcheated; and the Queen granted it to the Plaintiff in Fee; by Force whereof he put in his Beaſts, and traverſeth the Grant by *Cooper*. *By the Court*, This Traverſe is good, and ought to be, for there is not any confeſſing and avoiding, becauſe he doth not confeſs the Seiſin and Grant by Copy; but if he had confeſſed that the Biſhop had entred and granted it by Copy, then there needed not any Traverſe: So where one juſtifies by Leaſe from *J. S.* the Plaintiff ſaith that *J. S.* enfeoffed him before, it is not good without a Traverſe. *Cro. Eliz. p.* 754. *Covert*'s Caſe.

Trecaer, Co. *Cornwall*, was a Copyhold Manor, within the Manor of *B.* The Biſhop of *Exeter* held both theſe Manors in the Right of his Biſhoprick, the old accuſtomed Rent was 67 *l.* 1 *s.* 5 *d.* *Hall*, Biſhop, demiſed theſe two Manors to *P.* for 99 Years, determinable upon three Lives, reſerving the old Rent. *P.* aſſigns them over to *N.* except the Demeſnes of *Trecaer*: The Biſhop redemiſeth to him the ſaid Manors, except *Trecaer*, and one Farm more, reſerving the old Rent 67 *l.* 1 *s.* 5 *d.* *By the Court*, This ſecond Leaſe was good, and the 67 *l.* 1 *s.* 5 *d.* was the old accuſtomed Rent within the Statute. 1 *Eliz.* 1 *Mod. Rep.* 203. *Threadneedle* and *Linham.*

Trees, If a Cuſtom be, that a Copyholder may not cut down *Trees*, it is good or not good, with this Difference: If he be a Copyholder of Inheritance, ſuch a Cuſtom is good; but if he be a Copyholder for Life, it is not good. 1 *Bulſt.* Earl of *Northumberland* againſt *Wheeler*. The Tenant preſcribes to cut and diſpoſe all the *Trees* upon

on his Tenancy, it's an ill Preſcription; otherwiſe of a Copyholder of Inheritance. *Noy, p.* 2.

If the Lord grant to his Copyholder the *Trees* growing upon the Land, and which afterwards ſhall grow, and that it ſhall be lawful for the Tenant to cut and carry them away; the cutting down the *Trees* is no Forfeiture of his Copyhold, becauſe he had diſpenſed with the Forfeiture by his Grant, but he cannot cut the *Trees* that ſhall grow after, for as to them the Grant is void. *Moor, n.* 234.

See Action, Bough, Quarendon, Repair, Timber, Treſpaſs, Waſte.

Tregoan, Co. *Cornwall.* The Cuſtom of this Manor was to grant Copyholds for two or three Lives, and the Life of the Survivor, to hold ſucceſſively as they are named in the Grant, and not otherwiſe; and a Grant was made to *A.* and his Aſſigns for the Lives of *B.* and *C.* and of the ſaid *A.* It was objected in a ſpecial Verdict in Ejectment that this Grant was not warranted by the Cuſtom, becauſe *A.* had the whole Eſtate; and *B.* and *C.* were named only by Way of Limitation, and had no Manner of Intereſt; it was admitted, that where Cuſtom warrants a greater Eſtate, it warrants likewiſe a Leſſor; but then the Eſtates muſt be of the ſame Nature; for a Cuſtom to leaſe for three Lives will not warrant a Leaſe for Five hundred Years, though in a legal Eſtimation a Leaſe for Years is a leſs Eſtate than an Eſtate for Life; but in the principal Caſe it was adjudged, that by this Grant no greater Eſtate paſſed than what was allowed by the Cuſtom, but rather a leſs; for by the Cuſtom a Grant may be made for three Lives, and this is only a Grant for one Life. 1 *Salk.* 188. *Smartle* againſt *Penhallow.*

Treſpaſs, An Action of *Treſpaſs* by a Copyholder in Fee againſt his Lord, for cutting down the *Trees*, lies at Common Law, without any ſpecial Cuſtom; for the Copyholder hath a ſpecial Property therein, and the Lord a general Property; the Lord may as well ſubvert the Houſes, as cut down the Trees, for without them the Copyholder hath no Means to repair it. 2 *Brownl.* 328. *Heydon* and *Smith.* And in *Doyle's* Caſe, *Mich.* 25. and 26 *Eliz.* It was adjudged, where it was a Cuſtom that the Copyholder might cut *Meriſme* to repair; if the Lord carry it away, an Action of *Treſpaſs* lies againſt him by the Tenant.

A Man was Tenant by Copy of Court-Roll of Wood, and the Soil was excepted to the Lord, and yet the Copyholder maintained an Action of *Treſpaſs* againſt the Lord for cutting his Wood. *Moor, n.* 480.

See **Ad Commune Nocumentum, Commoner, Copyholder, Wood.**

Truro, Truru, or **Triuereu,** Co. *Cornwall,* was ſome Time the Poſſeſſion of *Richard de Lucy,* a Perſon of great Note in the Reigns of King *Stephen,* and *Henry* the ſecond, in the Eighth of whoſe Reign he was made Juſtice of *England.* From him it came to *Reginald Fitz-Roy,* who was one of the illegitimate Sons of King *Henry* the firſt, and was created Earl of *Cornwall* by King *Stephen* in the fifth of his Reign, and died in the 21*ſt* of *Henry* the ſecond. He by his Charter granted to his free Burgeſſes of *Triuereu,* That they ſhould have all their free Cuſtoms, and ſuch as were uſed in Cities, and the ſame in all Things which they had in the Time of *Richard de Lucy:* (That is to ſay) *Sac, Soc, Tol, Theam,* and *Infangthief*; and granted them, that they ſhould not plead or be proſecuted in Hundred or County Courts

Courts, nor for any Summons ſhould go any where to any Law Buſineſs without the Town of *Triuereu*; and that they ſhould be quit from paying Toll through all *Cornwal*, in Fairs and Markets, and whereſoever they bought and Sold. And that for the Goods they truſted; when they were not paid, they might diſtrain their Debtors, when they found them in their Town. *Brady* of *Burghs*, *p.* 43.

Truſt.

A Declaration of Truſt *upon admitting two Lives into a Copyhold.*

'THIS *Indenture Tripartite made*, &c. be-
'tween *H. E.* of, *&c.* of the firſt Part,
'*T. B.* of, *&c.* of the ſecond Part, and *G. S.* of,
'*&c.* of the third Part; whereas the ſaid *G. S.*
'*&c.* hath this preſent Day granted unto the ſaid
'*H. E.* and *T. B.* one Meſſuage and ſixteen Acres
'of Land, with the Appurtenances in the Pariſh of
'*B.* within the Manor of *G.* To have and to hold
'unto the ſaid *H. E.* and his Aſſigns for the Term
'of his Life, from and immediately after the Death
'or other Determination, or Forfeiture of the Eſtate
'of *J. P.* (who holdeth the Premiſſes for Term of
'his Life) and after the Death of them the ſaid *J. P.*
'and *H. E.* to have and to hold the Premiſſes afore-
'ſaid, with the Appurtenances, unto the ſaid *T. B.*
'and his Aſſigns, for and during the Term of his
'natural Life, by Copy of Court-Roll, at the Will
'of the Lord, according to the Cuſtom of the Ma-
'nor aforeſaid, on Truſt and Confidence, to ſur-
'render the ſame Premiſſes, at the Requeſt of the
'ſaid *G. S.* to ſuch Perſons, and to ſuch Uſes as he
'the ſaid *G. S.* ſhall direct and appoint. *Now this*
'*Indenture witneſſeth*, That the ſaid *H. E.* doth
'for himſelf, his Executors and Adminiſtrators, co-
'venant and grant to and with the ſaid *G. S.* his

‘ Executors and Adminiſtrators by theſe Preſents,
‘ That he the ſaid *H. E.* ſhall and will upon the
‘ Requeſt, and at the Coſts and Charges of the
‘ ſaid *G. S.* his Executors or Adminiſtrators, ſur-
‘ render into the Hands of the Lord of the Manor
‘ aforeſaid, the ſaid Meſſuage and Premiſſes, with
‘ the Appurtenances, and all his Eſtate and Intereſt
‘ therein, in ſuch Manner, and to ſuch Uſe and
‘ Uſes as the ſaid *G. S.* his Executors or Admini-
‘ ſtrators ſhall direct or appoint, and in the mean
‘ Time, until ſuch Surrender, as aforeſaid, ſhall
‘ and will permit and ſuffer the ſaid *G. S.* his Exe-
‘ cutors and Adminiſtrators, peaceably and quietly
‘ to have, hold, and enjoy the ſaid Meſſuage and
‘ Premiſſes, with the Appurtenances, and the Rents,
‘ Iſſues and Profits thereof, to receive and take up,
‘ to and for his and their own Uſe, without any
‘ Let or Interruption of or by the ſaid *H. E.* his Exe-
‘ cutors, Adminiſtrators, and Aſſigns, and the ſaid
‘ *T. B.* doth for himſelf, his Executors, and Admi-
‘ niſtrators, covenant and grant to and with the
‘ ſaid *G. S.* his Executors and Adminiſtrators by
‘ theſe Preſents, That he the ſaid *T. B.* ſhall and
‘ will upon the Requeſt, and at the Coſts and
‘ Charges of the ſaid *G. S.* his Executors or Admi-
‘ niſtrators, ſurrender into the Hands of the Lord of
‘ the Manor aforeſaid, the ſaid Meſſuage and Pre-
‘ miſſes, with the Appurtenances, and all his Eſtate
‘ and Intereſt therein, in ſuch Manner, and to
‘ ſuch Uſe and Uſes as the ſaid *G. S.* his Executors
‘ or Adminiſtrators ſhall direct or appoint: And in
‘ the mean Time, until ſuch Surrender, as afore-
‘ ſaid, ſhall and will permit and ſuffer the ſaid
‘ *G. S.* his Executors and Adminiſtrators, peaceably
‘ and quietly to have, hold, and enjoy the ſaid
‘ Meſſuage and Premiſſes, with the Appurtenances,
‘ and the Rents, Iſſues, and Profits thereof to re-
‘ ceive and take up, to and for his, and their own

‘ Uſe

'Uſe, without any Let or Interruption, of or by 'the ſaid *T. B.* his Executors, Adminiſtrators or 'Aſſigns; and becauſe it is uncertain whether the 'ſaid Premiſſes be heriotable or not; the ſaid *G. S.* 'doth for himſelf, his Executors and Adminiſtrators, 'covenant and grant to and with the ſaid *H. E.* his 'Executors and Adminiſtrators, by theſe Preſents, 'That he the ſaid *G. S.* his Executors, or Adminiſtrators, ſhall and will, upon the Requeſt of the 'Executors or Adminiſtrators of the ſaid *H. E.* well 'and truly pay, or cauſe to be paid unto the ſaid 'Executors or Adminiſtrators of the ſaid *H. E.* ſo 'much Money as any Beaſt, which ſhall be taken 'or ſeiſed, for or in the Name of a Heriot for the 'ſaid Premiſſes, upon the Death of the ſaid *H. E.* 'ſhall be worth at the Time of ſuch Taking. And 'the ſaid *G. S.* doth for himſelf, his Executors and 'Adminiſtrators, covenant and grant to and with 'the ſaid *T. B.* his Executors and Adminiſtrators, 'by theſe Preſents, That he the ſaid *G. S.* his Exe'cutors or Adminiſtrators, ſhall and will, upon the 'Requeſt of the Executors or Adminiſtrators of the 'ſaid *T. B.* well and truly pay, or cauſe to be paid 'unto the ſaid Executors or Adminiſtrators of the 'ſaid *T. B.* ſo much Money as any Beaſt, which 'ſhall be taken or ſeiſed, for or in the Name of a 'Heriot for the ſaid Premiſſes, upon the Death of 'the ſaid *T. B.* ſhall be worth at the Time of ſuch 'Taking. *In Witneſs, &c.*

See **Chancellor, Condition,** p. 116.

Tuddington. See **Honour.**

Turlor. See **Leaſe,** 330.

Tunbridge, Co. *Kent.* This was held of the Archbiſhops of *Canterbury*; by the Earls of *Glouceſter*, upon Condition, that they ſhould be Stewards at the Inſtalment of the Archbiſhops. And in an Account-Roll of the Archbiſhops for this Manor in

Henry the Third's Time, there is this Word *Werk-gavel*, which ſignifies *Rent-work*, which was of two Sorts, the one Perſonal, by the Tenant's Perſon called *Manu-opera*; the other by his Carriages, then termed *Carr-opera*. *Camd. Brit.* 226. *Somner* 24.

Turrac, Co. *Eſſex*. King *Richard* the Firſt gave this Manor to *Henry de Grey* of *Codnor*, which Grant King *John* confirmed, and by his Charter vouchſafed him the Privilege to hunt the Hare and Fox in any Lands belonging to the Crown, except the King's own demean Parks; a ſpecial Favour in thoſe Times. *Blount* 132.

Tutbury, Co. *Stafford*. The Cuſtom of the Honour of *Tutbury* is as follows, *viz.* Upon the Morrow after the Aſſumption of the bleſſed Virgin, being the 26th of *Auguſt*, all the Muſicians within the Honour are to repair to the Bailiff's Houſe in *Tutbury*, where the Steward of the Court (who is uſually a Nobleman) and the Woodmaſter or his Lieutenant are to meet them, from whence they go to the Church in this Order, 1. Two Wind-muſicians, as Trumpets, or long Pipes, then four String-muſicians, two and two, all playing; then the Steward of the Court, or his Deputy, and the Bailiff of the Manor, deputed by the Earl of *Devon*: The King of Muſick going between them; after whom the four Stewards of Muſick, each with a white Wand in his Hand, and the Reſt of the Company follow in Order.

At the Church, the Vicar of *Tutbury* for the Time being, reads the Service of the Day, for which every Muſician pays him a Penny; then all go from the Church to the Caſtle in Manner as before, where the Steward takes his Place upon the Bench in Court, aſſiſted with the Bailiff and Woodmaſter, the King of Muſick ſitting between them, to ſee that every Minſtrel within the Honour, be-

ing called, and making Default, be preſented and amerced by the Jury, which Amercements are collected by the Stewards of Muſick, who account for one Moiety to his Majeſty's Auditor, the other they retain themſelves for their Pains in collecting them.

When the King, Steward, and the Reſt are ſo ſat, the Steward commands an *Oyez* to be made three Times by one of the Muſicians, as Crier of the Court, that all Minſtrels within the Honour, reſiding in the Counties of *Stafford*, *Derby*, *Nottingham*, *Leiceſter*, or *Warwick*, do appear to do their Suit and Service, on ſuch Pain and Peril as the Court ſhall inflict for their Default; Eſſoigns nevertheleſs are allowed, in Excuſe of Defaulters, upon good Reaſon ſhewed.

After which all the ſaid Minſtrels are called by a Suite-Roll, as Suitors are in a Court-Leet, and then two Juries are impanelled of the chief Minſtrells, by the Stewards of Muſick, each Jury conſiſting of 12, which are returned into the Court, where the Steward ſwears them; the Form of their Oath is the ſame which is given in a Court-Leet, only in a Leet the Jury ſwear to keep the King's Counſel, their Fellows, and their own, in this to keep the King of Muſick's Counſel, their Fellows, and their own.

The better to inform the Jurors of their Duty the Steward gives them their Charge, in Commendation of the antient Science of Muſick, ſhewing what admirable Effects it has produced, what Kings and noble Perſons have been Profeſſors of it, what Manner of Perſons the Profeſſors ought to be, and to admoniſh them to chooſe skilful and good Men to be Officers for the Year enſuing.

The Officers choſen by the Juries, are one King, and three Stewards of Muſick, the fourth is choſen by the Steward of the Court, the King is choſen one

one Year out of the Minſtrels of *Staffordſhire*, and the next Year out of thoſe of *Derbyſhire*.

The Steward of the Court iſſues out Warrants to the Stewards of Muſick in their ſeveral Diſtricts, by Virtue whereof they are to diſtrain and levy in any City, Town Corporate, or other Place within the Honor, all ſuch Fines and Amerciaments as are impoſed by the Juries on any Minſtrel for Offences committed againſt the Dignity and Honor of the Profeſſion. The one Moiety of which Fines, the Stewards account for at the next Audit, the other they retain themſelves.

As ſoon as the Charge is given, an *Oyes* is made, with a Proclamation, That if any Perſon can inform the Court of any Offence committed by any Minſtrel within the ſaid Honor, ſince the laſt Court, which is againſt the Honour of his Profeſſion, let them come forth, and they ſhall be heard. Then the Juries withdraw to conſider of the Points of the Charge, and the old Stewards of Muſick bring into the Court a Treat of Wine, Ale and Cakes; and at the ſame Time ſome Minſtrels are appointed to entertain the Company in Court with ſome merry Airs. After which the Juries preſent one to be King for the Year enſuing, who takes his Oath to keep up all the Dignities of that noble Science, *&c.* Then the old King ariſeth from his Place, reſigning it and his White Wand to the new King, to whom he alſo drinks a Glaſs of Wine, and bids him Joy of his Honour; and the old Stewards do the like to the new, which done the Court adjourns to a certain Hour in the Afternoon, and all return back in the ſame Order they came to the Caſtle, to a Place where the old King, at his own Coſts, prepares a Dinner for the new King, Steward of the Court, Bailiff, Stewards of Muſick and Jurymen.

After Dinner all the Minſtrels repair to the Priory Gate in *Tutbury*, without any Manner of Weapons, attending the turning out of the Bull, which the Bailiff of the Manor is obliged to provide, and is there to have the Tips of his Horns ſawed off, his Ears and Tail cut off, his Body ſmeared all over with Soap, and his Noſe blown full of Beaten Pepper. Then the Steward cauſes Proclamation to be made, That all Manner of Perſons, except Minſtrels, ſhall give way to the Bull, and not come within forty Foot of him at their own Peril, nor hinder the Minſtrels in the purſuit of him, after which Proclamation, the Prior's Bailiff turns out the Bull amongſt the Minſtrels; and if any of them can cut off a Piece of his Skin before he runs into *Derbyſhire*, then he is the King of Muſick's Bull; but if the Bull go into *Derbyſhire*, ſound and uncut, he is the Lord Prior's again.

If the Bull be taken, and a Piece of him cut off, then he is brought to the Bailiff's Houſe, and there collered and roped, and ſo brought to the Bull-Ring in the High-ſtreet in *Tutbury*, and there baited with Dogs; the firſt Courſe in Honour of the King of Muſick, the ſecond in Honour of the Prior, the third for the Town, and if more, for Divertiſement of the Spectators; and after he is baited, the King may diſpoſe of him as he pleaſes.

This Uſage of late is perverted; the young Men of *Stafford* and *Derbyſhire* contend with Cudgels about a Yard long, the one Party to drive the Bull into *Derbyſhire*, the other to keep him in *Staffordſhire*, in which Conteſt many Heads are often broken. [The King of Muſick and the Bailiff have alſo of late compounded, the Bailiff giving the King five Nobles in Lieu of his Right to the Bull, and then ſends him to the Earl of *Devon's* Manor of *Hardwick*, to be fed and given to the Poor at *Chriſtmas*.] *Blount* 171,172,173,174,175.

Twy-sket is an Impoſition on the Tenants, near *Romney-Marſh*, for maintaining the Sea-Coaſts there, and other like Defences againſt Inundations. *Somner* 29.

Value. The Steward of the Court ſet a Fine of 8*l.* upon the Admittance of a Copyholder; and it being perſonally demanded, and not paid, the Lord of the Manor entred for a *Forfeiture*. Now this Manor being ſurveyed by Commiſſioners for that Purpoſe, in the Reign of Queen *Elizabeth*, the Court of Chancery decreed by the Conſent of the Lord and his Tenants, that the Fines ſhould be aſcertained according as the Lands were *then valued*, which was a Year and a Half's *Value* upon Deſcent, and this was to be binding for ever. And upon an Ejectment now brought, the Queſtion was, How the yearly *Value* ſhould be computed, (*viz.*) Whether at the *Value* as the Lands were in the Time of Queen *Elizabeth*, or according to the improved *Value* ſince, the Tenants being willing to pay according as the Lands were *valued* on that Survey. And the better Opinion was, The Tenant had not *forfeited* for refuſing to pay according to the improved *Value*; for it would be hard to make a *Forfeiture* without a wilful Default. Now in this Caſe the Default was not wilful in Nonpayment of a Fine; for the Tenant was willing to pay a Fine, but not ſuch a Fine as the Lord demanded, who might have brought an Action of Debt for his Fine, and that would have brought the Right in Queſtion; but let the Right be as it will, if the Tenant hath a probable Cauſe to refuſe the Payment of a Fine demanded, he ſhall not *forfeit* for Nonpayment. 2 *Mod.* 229. *Trotter* againſt *Blake*.

Venditioni exponas. It has been accuſtomed in many Places, in Actions of Debt in a

Court-Baron, for the Plaintiff to file a Declaration according to the Cauſe of Action; and after the third Attachment for the Defendants not appearing to ſue out a *Venditioni exponas*, to ſell ſuch Goods as have been taken on the three Attachments, which is done for this Reaſon, that when the Defendant will not appear, the Plaintiff may receive the Value of the Goods diſtrained, towards Satisfaction of his Debt and Coſts; for elſe the Goods would remain in the Bailiff's Hands, and the Plaintiff have no Benefit by the Attachment. *Scrogs* 203, 204.

The Form of a Venditioni Exponas.

The Manor of *G.* } *G. B.* Steward of the ſaid Manor; to the Bailiff of the ſame Manor, greeting:

I *Command you, that you expoſe to Sale one Steer, by you taken and appraiſed at Twenty Shillings, being the Goods and Chattels of* Charles Dolby, *which ſaid* Steer *was attached at the Suit of* Abraham Bowden, *in a Plea of Debt upon Demand of Thirty-nine Shillings, and at that Court held,* &c. *the aforeſaid* Charles Dolby *was, according to the Cuſtom of this Court, ſolemnly called, but appeared not, by which, according to the Cuſtom of this Court, from Time whereof there is no Memory of Man to the contrary, the ſaid* Steer *is forfeited,* &c. *which Money have you at the next Court to be held there the,* &c. *to ſatisfy the ſaid* Abraham Bowden, *his Debt aforeſaid. And have you there this Precept, and likewiſe the Manner how you executed the ſame.* Dated, *&c.*

G. B. *Steward.*

See Attachment, Baron-Court.

Venire

Venire facias is a Proceſs directed to the Bailiff, to cauſe a Jury to appear.

Form of a Venire facias.

The Manor of *G.* } *G. B.* Steward of the ſaid
Co. *Huntingdon.* } Manor; to *J. V.* Bailiff
of the ſame, greeting:

I *Command you that you cauſe to come twelve good and lawful Men of your Bailiwick, that they be and appear at the next Court to be held for the Manor aforeſaid, and at the Manſion-houſe of,* &c. *on* Monday, *&c. at Eight a Clock in the Forenoon, to try ſuch ſeveral Iſſues between Parties and Parties, as ſhall then and there be put in Iſſue before them,* (or to try the Iſſue joined between *A. B.* Plaintiff and *C. D.* Defendant, of a Plea of Debt, *&c.*) *and this omit not at your Peril.* Dated, *&c. at,* &c.

G. B. *Steward.*

Venue is the Place from whence the *Jury* are to come for Trial of Cauſes.

See **Wargrave.**

Verdict. Cuſtom was pleaded by the Defendant, That if a Copyholder in Fee hath a Wife at the Time of his Death, and two Sons or more, that the Wife ſhall have her Free Bench, during her Life, and that if the eldeſt Son die, living the Wife, though he hath Iſſue, his Iſſue ſhall not have it, but the ſecond Son. The Jury found the Cuſtom that the youngeſt Son ſhould have it, unleſs the eldeſt Son was admitted thereto, as to the Reverſion, or made a Fine for it with the Lord in his Life-time. *By the Court:* The Cuſtom is not found in that Manner, or that he pleaded it, therefore it is found againſt him that pleaded it, for he

pleaded a general Cuſtom, without Exception, and the Cuſtom found is with an Exception, and Special; and the Caſe is in *Dyer* 192. where a Cuſtom was pleaded, That a *Feme* ſhould have it, and it was found ſhe ſhould have it *durante viduitate* only; but in this Caſe there was not any *Verdict* upon this Iſſue; for they concluded their *Verdict Si, &c.* they found the Defendant Guilty, if otherwiſe, Not guilty, *&c.* and ſo there is not any Concluſion of the Point in Iſſue. *By the Court:* A groſs Fault, and a *Venire facias de novo* was awarded. *Cro. Eliz.* 415. *Boraſton* and *Hay.*

Verge. Tenants by the *Verge* are in the ſame Nature as Tenants by Copy of Court-Roll. But the Reaſon why they be called Tenants by the *Verge* is, for that when they will ſurrender their Tenements into the Hands of their Lord, to the Uſe of another, they ſhall have a little Rod (by the Cuſtom) in their Hand, the which they ſhall deliver to the Steward, or to the Bailiff, according to the Cuſtom of the Manor; and he which ſhall have the Land ſhall take up the ſame Land in Court, and his Taking ſhall be entered upon the Roll, and the Steward or Bailiff, according to the Cuſtom, ſhall deliver to him that taketh the Land the ſame Rod, or another Rod in the Name of *Seiſin*; and for this Cauſe they are called Tenants by the *Verge*, but they have no other Evidence but by Copy of Court-Roll. *Co. Lit. Sect.* 78.

Vicinage. See **Common.**

Victuallers. By **Stat.** 13 *Ric.* 2. *cap.* 8. ‘ *Victuallers* ſhall ſell their *Victuals* at ſuch reaſonable Prices as ſhall be ſet down by the Juſtices of the Peace in two of the Seſſions, to be holden betwixt *Eaſter* and *Michaelmas*, in Pain to be puniſhed at the Diſcretion of the ſaid Juſtices, where no Pain is already limited in certain.

‘ And

'And here the Sheriffs, *Stewards*, Mayors, 'Bailiffs, and all others, which have Power to 'keep Aſſiſe of Bread and Ale, ſhall take no Fine 'or Amerciament for any Default touching the 'Aſſiſe, for which the Offender ought by Law to 'have Bodily Puniſhment.

Stat. 12 *Ed.* 4. *cap.* 8. 'No Perſon, (other 'than Mayors, Bailiffs, *Lords of Leets*, or other 'appointed by Charter) ſhall execute any Office 'of Searching or Surveying of Wine, Ale, Beer, 'or any other Victual, or of the Correction of 'Breaking Aſſiſe thereof, in Pain to forfeit 40 *l.* 'to be divided betwixt the King and the Proſecu-'tor; and all Letters Patent of the King, granted 'for that Purpoſe, ſhall be void.

Stat. 2 *&* 3 *Ed.* 6. *cap.* 15. 'Butchers, 'Brewers, Bakers, Poulterers, Cooks, Coſtermong-'ers or Fruiterers, which conſpire or promiſe to-'gether, that they will not ſell their *Victuals* 'but at certain Prices, ſhall forfeit for the firſt Of-'fence 10 *l.* to the King, and if they pay it not 'within ſix Days after Conviction, they ſhall ſuf-'fer twenty Days Impriſonment, and during that 'Time ſhall have no Suſtenance but Bread and 'Water; for the ſecond Offence they ſhall forfeit '20 *l.* and that not paid within ſix Days, as 'aforeſaid, ſhall ſuffer the Pillory; and for the 'third Offence ſhall forfeit 40 *l.* and that not 'paid within the Time above limited, ſhall again 'ſuffer the Pillory, loſe one of their Ears, and be 'ever after taken as Men infamous and not to be 'credited. And if ſuch Conſpiracy be acted by 'the major Part of the Company of ſuch *Victu-'allers*, the Corporations ſhall be thereupon diſ-'ſolved.

'Juſtices of Peace, Mayors, Bailiffs and *Stew-'ards* in Seſſions, *Leets* and *Courts*, have Power 'to hear and determine theſe Offences. *Conti-*

'*nued*

nued and confirmed by 22 & 23 Car. 2. cap. 19. and 1 *Jac.* 2. *cap.* 17.

See **Inholders, Weights** and **Meaſures.**

Under-leaſe. See **Aſſign.**

Under-leſſee. See **Timber.**

Under-Steward. The *Under-Steward* is the *Steward*'s Deputy, and ſometimes appointed by Writing, and ſometimes by Parol; and the Extent of his Authority is as great as the *Steward*'s own Authority, and his Office conſiſteth in Performance of the ſelf ſame Duties, that the high *Steward* himſelf is to perform; only in this Point, the Power of the *Steward* goeth beyond the Power of the *Under-Steward*, that the *Steward* can make an Admittance out of Court, and it ſhall ſtand good if Entry be made in the Court-Roll, that he that is admitted, hath paid his Fine, and hath done Fealty; but the *Under-Steward*, though he may take a Surrender out of the Court, yet he cannot make any Admittance out of Court, without eſpecial Authority or particular Cuſtom. *Co. Copyh. Sect.* 46.

Some have thought that an *Under-Steward* may be made without ſpecial Words in the *Steward*'s Patent, authoriſing him to make a Deputy, but ſurely ſince it is an Office of Knowledge, Truſt and Diſcretion, it cannot, unleſs it be in Caſes of Neceſſity. As if an Office of *Stewardſhip* deſcend unto an Infant, he may make a *Deputy*, becauſe the Law preſumeth he is himſelf uncapable to execute it; ſo if it be granted to an Earl in Reſpect of the Exility of the Office in a baſe Court, and of the Dignity of the Perſon, who is *Præpoſitus Comitatus*, and had in antient Time the Charge and Cuſtody of the whole Shire, whoſe Attendance the Law intendeth to be moſt neceſſary, upon the King and the Commonwealth; therefore it is implied in Law for the Conveniency, that he

may

may make a *Deputy*, for whom he ought to anſwer. This is one Obſervation touching *Under-Stewards*, in Admittances made by *Under-Stewards*, as well as in Admittances made by the *Stewards* themſelves; it is good Order to expreſs in the Copy, and in the Court-Roll, the Name of the *Under-Steward*, or of the *Steward*, becauſe in pleading any Admittance, a Man muſt ſay, That he was admitted by ſuch a one *Under-Steward* or *Steward*, naming his Name. *Ibid.*

A Warrant from a *Steward* to his *Under-Steward.*

WHereas W. A. *of*, &c. *Eſq*; *hath lately conſtituted me* G. B. *his Steward of all his Manors, Lordſhips and Hereditaments, in the Counties of* H. *and* B. *or in any or either of them*; *and giving and granting unto me the ſaid* G. B. *and to my ſufficient Deputy and Deputies in that Behalf, and to every and either of them, full Power and Authority to keep and hold all his Court-Leets, Views of Frank-pledge, Courts-Baron, and other Courts within the Limits aforeſaid. I the ſaid* G. B. *have therefore conſtituted and appointed, and by theſe Preſents do conſtitute and appoint* W. P. *of*, &c. *Gent. my Deputy, to do and execute the ſaid Office in my Stead and Place in all Things, as effectually as if I my ſelf were perſonally preſent at the doing thereof.* In Witneſs, *&c.*

Underwood. The Lords of the Manor of *B.* for the Time being, had granted *Underwoods* growing there, Time out of Mind, by Copy of Court-Roll, and *W. R.* Lord of the ſaid Manor, granted the *Underwood* there growing from Time to Time, to the Plaintiff and his Heirs, by Copy of Court-Roll; and that he or they might yearly, and

and every Year cut down four Acres thereof; and in an Action of Treſpaſs brought by the Plaintiff, the Queſtion was, Whether *Underwood* could be granted by Copy of Court-Roll, when the Soil it ſelf, upon which it did grow, was not granted? *By the Court: Underwood* is a Thing of Inheritance and Perpetuity; for after it is cut it will ſpring out and grow again; and therefore it may well by Cuſtom be granted to the Plaintiff and his Heirs. *Cro. Eliz.* 413. *Hoe* againſt *Taylor*.

See **Wood.**

Upminſter, Co. *Eſſex*. This Manor was held by *John Engayne*, which was valued 30 *l.* a Year, by the Serjeanty of keeping the King's Hare-Hounds. *Pla. Co.* 13 *Edw.* 1. *Eſſex*.

Upton. See **Southwell.**

Urchinfeld, Co. *Hereford*. This Region, Liberty or Hundred, hath not only the Priviledges, in Reſpect of *Dower* of the Moiety, and no *Forfeiture* of Lands for *Felony*; but alſo that there the King's Writ ſhall not go; and they have a Liberty of Arreſting for any Sum of Money whatſoever. And whoſoever purchaſes Lands there, may bequeath them to whom he pleaſes. They have alſo a formal Way of Judgment of their own, much after the *Britiſh* Faſhion The Steward with his Officers belonging to the Court, being ſeated; there be certain Chiefs among them, whoſe Houſe and Lands are held of the Lord by *Sute* and *Doome* in the Court of that Liberty; and hereupon are called *Domeſmen*, that is to ſay, *Men of Judgment*, or ſuch who judge of Matter of Controverſy. [*Theſe I apprehend determine all Suits.*] They are to carry all the King's Meſſages into *Wales*, and are, as it were, left to their own Liberty, and are ſaid to be *extra Comitatem*, *i. e.* not bound up to any Strictneſs by the Country Laws. *Taylor of Gavelkind* 109, 110, 111.

Uſage.

Uſage. A Copyholder brought an Action on the Caſe, in which he declared, that in the Manor of *W.* there had been Copyholders Time out of Mind; and that during all that Time, there had been an *Uſage* in the ſaid Manor, that every Copyholder, *&c.* for every Acre of Land which he held of that Manor, ſhould have *Common* in the Lord's Waſte, this Declaration was adjudged good; and the Reaſon was, becauſe he could not preſcribe but in the Right of the Lord of the Manor; therefore he may make a Title to himſelf by Way of *Uſage*. *Gouldſ.* 133. *Peirce* againſt *Baker*.

See **Preſcription.**

Uſe. A Copyholder in Fee *ſurrendered* to the Lord, without mentioning to whoſe *Uſe*, and at the next Court he and his Wife were admitted to have and to hold to him and his Wife in Tail, Remainder to his own right Heirs; now though no *Uſe* was limited in this *Surrender*, yet the Copyholder being in before he made the *Surrender*, and afterwards accepting a new Admittance, the Law intends that the *Surrender* was made to the Lord, who is only an Inſtrument to convey the Eſtate to the *Surrendree*; and though the Wife was not named in the *Surrender*, but only in the Admittance, yet this being in a Copyhold Caſe, ſhe ſhall take an Eſtate; for it is like a Will where an Eſtate ſhall paſs by the *Habendum*, though the Party is not named in the Premiſſes. *Poph.* 125. *Brook's* Caſe.

See **Jointure, Rent, Roll, Surrender.**

Utfangthefe or *Outfangthefe* is the Privilege of adjudging a Thief that come out of another Manor. *Gurd. Hiſt.* 560.

Utland is Land granted out in Service by the Lord to his Tenants. *Somner* 115.

Wadhurſt, Co. *Suſſex*. Within this Manor there are two Sorts of Copyholds, *viz. Sookland* and *Bondland*. If a Man be firſt admitted to *Sookland*, and afterwards to *Bondland*, and dies ſeiſed of both, his Heir ſhall inherit both; but if he be firſt admitted to *Bondland*, and afterwards to *Sookland*, and dies ſeiſed of them, his youngeſt Son ſhall inherit. 1 *Leon.* p. 55. *Kemp* and *Carter*.

Wager of Law; and it is alſo called making of Law, the Defendant being to take an Oath that he oweth not the Plaintiff the Debt demanded of him upon a ſimple Contract, nor any Penny thereof; and the Law doth give ſuch a Special Benefit to the Defendant to Bar the Plaintiff for ever in that Caſe. But the Defendant ought to bring with him eleven Perſons of his Neighbours, that will avow upon their Oaths, that in their Conſciences he ſaith true, and they are called *Compurgators*. 1 *Inſt.* 294, 295. 2 *Inſt.* 45.

Wager of Law lieth not where there is a Specialty or Deed, to charge the Defendant, but when it groweth by Word, ſo as he may pay or ſatisfy the Party in ſecret, whereof the Defendant having no Teſtimony of Witneſſes, may *wage* his Law, and thereby the Plaintiff is perpetually barred. 1 *Inſt.* 295. *a*.

A Man outlawed or attainted, in an Attaint, or upon an Indictment of Conſpiracy, or of Perjury, or otherwiſe, whereby he becomes infamous, ſhall not *wage* his Law. *Ibid.*

A Man under the Age of Twenty-one Years, ſhall not *wage* his Law; but a Feme Covert, together with her Husband, ſhall *wage* her Law. *Ibid.*

If an Infant be Plaintiff, the Defendant ſhall not *wage* his Law. An Alien ſhall *wage* his Law in that Language he can ſpeak. *Ibid.*

In no Caſe where a Contempt, Treſpaſs, Diſceit or Injury is ſuppoſed in the Defendant, he ſhall *wage* his Law; becauſe the Law will not truſt him with an Oath to diſcharge himſelf in thoſe Caſes, only in ſome Caſes in Debt, Detinue, Account, the Defendant is allowed by Law to *wage* his Law. *Ibid.*

In an Action of Account againſt a Receiver, upon a Receipt of Money by the Hand of another Perſon, for Account render'd, (unleſs it be by the Hands of his Wife, or his *Commoigne*) the Defendant ſhall not *wage* his Law, becauſe the Receipt is the Ground of the Action, which lieth not in Privity between the Plaintiff and Defendant, but in the Notice of a third Perſon, and ſuch a Receipt is traverſable. But in an Action of Debt upon an Arbitrament, or in an Action of Detinue by the Bailment of another's Hand, the Defendant ſhall *wage* his Law, becauſe the *Debet* and the *Detinet* is the Ground of thoſe Actions; and the Contract or Bailment, though it be by another Hand, is but the Conveyance, and not traverſable. In an Action of Account againſt a Bailiff of a Manor, the Defendant cannot *wage* his Law, becauſe it foundeth in the Realty. In an Action of Debt which concerns the Realty; as for Debt for a Rent upon a Leaſe for Years, or an Action of Detinue for detaining an Indenture of a Leaſe for Years, the Defendant ſhall not *wage* his Law, much leſs for Charters or Deeds, which concern Inheritance. *Ibid.*

In an Action of Debt for a Fine or Amerciament in a Leet, the Defendant ſhall not *wage* his Law, becauſe the Leet is a Court of Record; but in an Action for Debt for an Amerciament in a Court-Baron, the Defendant ſhall *wage* his Law; for that is no Court of Record. *Ibid.*

Form

Form of the Oath of the Defendant.

I A. B. *do ſolemnly ſwear, in the Preſence of the Almighty GOD, that I do not owe* C. D. *the Sum of,* &c. *nor any Penny thereof, in Manner and Form as he hath declared againſt me,*

So help me God.

The Oath of the Compurgators.

I E. F. [each Compurgator, naming his Name, repeating after the Steward,] *do in my Conſcience believe, That what* A. B. *hath now ſworn is true.*

So help me God.

Waifs are Goods that are ſtolen, and *waived* by a Felon on Purſuit in any Part of the Manor, and be not attached upon the freſh Purſuit of the Owner, they are then *forfeited* to the Lord of the Manor; the Reaſon of this *Forfeiture* is as a Puniſhment of the Owner of the Goods, for not making freſh Purſuit. But if the Thief had not the Goods in Poſſeſſion upon Purſuit, there is no *Forfeiture*; and the Owner may ſeize them where he finds them without any freſh Purſuit. *Co. Cop. Sect.* 27. *Wood's Inſt.* 213. 5 *Rep.* 106. *Foxley's Caſe.*

Wakefield, Co. *York.* In Ejectment for Copyhold Lands held of this Manor, it was admitted at a Trial at Bar, that by the Cuſtom of that Manor, Copyholds might be *entailed*; and that the Cuſtom to bar ſuch *Entails* is for the Tenant in Tail to commit a *Forfeiture*; and then after three Proclamations made, the Lord of the Manor may ſeiſe for ſuch *Forfeiture*, and regrant the Lands to the Copyholder and his Heirs, by which Means he hath an Eſtate in Fee, and by Conſequence the Eſtate *Tail* is gone; but

that another Custom to bar those *Entails* is, for the Tenant in *Tail* in Possession, to make a Surrender to the Purchaser and his Heirs, and then such Purchaser is to commit a *Forfeiture*, for which the Lord of the Manor is to seise, and to regrant to the Purchaser; and by this Means the Issue in *Tail* are barred, tho' the Tenant in *Tail* did not join. 1 *Sid.* 314. *Pilkington* against *Stanhop*.

Walsingham, Co. *Norfolk*. 'By Stat. 35 'H. 8. *cap.* 13. The King's Manors of *Granges*, 'Collingham, *Botts*, *Fens* and *Marshes* in the County of *Norfolk*, which sometimes were Parcels of 'the Possessions of the late Abby or Priory of *Walsingham*, shall and may be granted by Copy of 'Court-Roll, in Fee-simple for Term of Life or 'Lives, by the Stewards of the said Manors, their 'Under-Stewards or Deputies, for such Rents, Services, Fines, Heriots and Customs, as in the said 'Copies shall be specified, which Copies shall be 'good against the King, his Heirs, Successors and 'Assigns.

Walton. See **Thorp.**

War. These Words *in Time of Peace*, being made Use of in some of the Forms in this Book, I shall here explain it: *Time of Peace* is when the Courts of Justice are open, and the Justices and Ministers of the same may by Law protect Men from Wrong and Violence, and distribute Justice to all. *Time of War* is when by Invasion, Insurrection, Rebellions, or such like, the peaceable Course of Justice is disturbed and stopped, so as the Courts of Justice be as it were shut up. And it is a Maxim in Law, *Silent Leges inter Arma* (in Time of War the Law is silent). And Trial hereof is by the Records, and Judges of the Courts of Justice; for by them it will appear, whether Justice had her equal Course of Proceeding at that Time, or no; and this shall not be tried by the Jury. And this

is the Reaſon in all real Actions, the *Explees* [Profits] are laid *in Time of Peace*; for if they were taken *in Time of War*, they are not accounted of in Law. *Co. Lit.* 249. *b.*

Wareland, ſignifies Land ſuffer'd to lie Fallow. *Somner* 117.

Warfield. See **Wargrave.**

Wargrave, Co. *Berks.* In this Manor there is a cuſtomary Manor holden of the Manor of *Wargrave* by Copy of Court-Roll, called *Warfield*, in which were Lands demiſed, and demiſable by Copy of Court-Roll, by the Lord of the Manor of *Warfield*, or his Steward, in Fee-ſimple, for Life or Years. In a Trial concerning ſome Lands granted by the Steward of *Warfield*; Iſſue was taken, whether *Warfield* was held by Copy of the Manor of *Wargrave*, and *Venue* was of the Neighbourhood of *Wargrave*, on which two Points aroſe. *1ſt*, Whether there could be ſuch a *Cuſtomary Manor* by Law, for of a Copyhold there cannot be Lord, Meſne, and Tenant, but of a Freehold at Common Law. *2dly*, Whether the *Venue* was good, it being in *Wargrave* only. But it was reſolved by the whole Court, that a *Cuſtomary Manor* may be holden by Copy, and ſuch Cuſtomary Lords may hold Courts, and grant Copies, *&c.* And there may be Lord Cuſtomary, Meſne, and Cuſtomary Tenant, as well in Caſe where the Meſnalty is a Tenant at Will, according to the Cuſtom of the Manor, as well as where there is a Tenancy at Will at the Common Law. As to the *Venue*, the Iſſue ariſing upon the Cuſtom within the Manor of *Wargrave*, and it appearing that the Tenants in *Warfield* are Parcel of the Manor of *Wargrave*, the *Venue* is good. 11 *Rep.* 17, 18. Sir *Henry Nevil's* Caſe.

Wareham, Co. *Dorſet.* By the Cuſtom of this Manor, both Males and Females have a Right equally in the Partition of Lands and Tenements.

Pla.

Pla. de Jur. et Aſſiſe de Anno 16 Edw. 1. Blount 160.

Warning. If a Copyholder in Fee withdraw his *Suit* for many Years to the Court of the Lord, no *Warning* being alledged to be given by the Lord to him when he held his Courts, it is no *Forfeiture*, only a Negligence. 1 *Rol. Rep. p.* 256.

General *Warning* within the Pariſh is ſufficient, for if the Tenant himſelf be not reſiant upon his Copyhold, but elſewhere, his Farmer or Undertenant may ſend Notice to him of the Court. If a Man be weak that he cannot travel without Danger, or have a great Office, *&c.* theſe ſhall excuſe. 1 *Leon. p.* 104. Sir *John Branch's* Caſe.

See **Copyhold.** p. 130.

Waſte. If a Copyholder committeth *Waſte* voluntarily, or permiſſive, this is a Forfeiture *ipſo Facto. Co. Cop. Sect.* 57.

1. Voluntary, as if he plucketh down any antient built Houſe, or if he buildeth any new Houſe, and then pulleth it down again; or if he ploweth Meadow, ſo that thereby the Ground is made worſe; or loppeth the Trees, or ſelleth the Lopping, or if he cutteth down any Fruit-trees for Fuel, having other Wood ſufficient, this and the like voluntary *Waſte* are Forfeitures *ipſo facto. ibid.*

2. Permiſſive, as if he ſuffereth his Houſe to decay, or fall to the Ground for Want of neceſſary Reparations; or if he ſuffereth his Meadows for Want of Mending his Banks to be ſurrounded, ſo that they become Ruſhy, or worth nothing; or his Arable Ground to be ſo ſurrounded, that it is become unprofitable.

Theſe and the like permiſſive *Waſtes* are *Forfeitures ipſo Facto. ibid.*

If two Joint-tenants be of a Copyhold, and one Committeth *Waſte*, he forfeiteth his Part only, for no Man can forfeit more than he hath granted to him. *Co. Copyholder, Sect.* 59.

If a Leſſee for Life committed *Waſte*, and then the Leſſor granteth away the Reverſion, this *Waſte* is made diſputable.

If a Copyholder committeth *Waſte*, and then Tenant for Life of the Manor dieth before Entry; yet he in Remainder may enter, for he had an Intereſt in the Manor at the Time of the *Forfeiture* committed, though he could not enter, by Reaſon of the Eſtate in Tenant for Life, which being determined, his Entry is now accrued unto him for the *Forfeiture* committed in the Life of Tenant for Life. *Co. Cop. Sect.* 60.

Stat. of *Glouceſter*, 6 *E.* 1. *cap.* 5. 'An 'Action of *Waſte* is maintainable againſt Tenant 'by the Curteſy, in Dower, for Life or Years, and 'the Party attainted thereof ſhall loſe the Thing 'waſted, and recompence thrice ſo much as ſuch '*Waſte* is taxed at.'

Stat. of *Waſte*, 20 *E.* 1. 'An Action of '*Waſte* is maintainable by the Heir, for *Waſte* 'done in his Anceſtor's Time, as for that done in 'his own Time.'

Stat. 11 *H.* 6. *cap.* 5. 'An Action of *Waſte* 'is maintainable by the Reverſioner againſt Te'nant for Life or Years, that firſt alienes his Eſtate 'to a Stranger, and afterwards (ſtill receiving the 'Profits thereof) commits *Waſte*. Howbeit, this 'Statute ſhall not extend to ſuch Tenants as hold 'without Impeachment of *Waſte*.

See **Advantage, Anceſtor, Bough, Cones, Coparcener, Denial, Diſmembring, Fealty, Trees.**

Way. When the Law doth give any Thing to one, it giveth impliedly whatſoever is neceſſary, for the taking and enjoying of the ſame. And the Law in this Caſe driveth him not to an Action for Corn, but giveth him a ſpeedy Remedy to enter into the Land, and to take and carry it away, and compelleth not him to take it at one Time, or to carry it before it be ready to be carried; and therefore the Law giveth all that which is convenient, *viz.* free Entry, Egreſs and Regreſs as much as is neceſſary. *Co. Lit. 56. a.*

If the Leſſee be diſturbed of this *Way*, which the Law doth give unto him, he ſhall have his Action upon his Caſe, and recover his Damages, and this Action the Law doth give unto him; for whenſoever the Law giveth any Thing, it giveth alſo a Remedy for the ſame. But here is to be obſerved a Diverſity between a private *Way*, and a common *Way*. For if the Way be a common *Way*, if any Man be diſturbed to go that *Way*, or if a Ditch be made Over-thwart the *Way*, ſo as he cannot go, yet ſhall he not have an Action upon his Caſe, and this the Law provided for avoiding of Multiplicity of Suits, for if any one Man might have an Action, all Men might have the like. But the Law for this *common Nuſance* hath provided an apt Remedy, and that is by Preſentment in the Leet, or in the Torn, unleſs any Man hath a particular Damage, as if he and his Horſe fall into the Ditch, whereby he received Hurt and Loſs; there for this ſpecial Damage which is not common to others, he ſhall have an Action upon his Caſe, and all this was reſolved by the Court in the King's Bench; and in that Caſe it was ſaid that it had been adjudged in that Court between *Weſtbury* and *Powell*, that where the Inhabitants of *Southwark* had by Cuſtom a Watering-place for their Cattle, which was ſtopped up by *Powell*; in that Caſe any Inhabitant of

Southwark might have an Action; for otherwiſe they ſhould be without Remedy, becauſe ſuch a Nuſance is not preſentable in the Leet or Torn. *ibid.*

There be three Kind of *Ways*; *Firſt*, a *Foot-way*. *ibid.*

The *Second* is a Foot *Way* and Horſe *Way*, and this vulgarly is called *Pack* and *Prime Way*, becauſe it is both a *Foot-way*, which was the firſt or *Prime Way*, and a *Pack* or *Drift-Way* alſo. *ibid.*

The *Third* contains the other two, and alſo a Cart-way, *&c.* and this is twofold, *viz. Regia Via*, the King's Highway for all Men, and *Communis ſtrata*, belonging to a City or Town, or between Neighbours and Neighbours.

See Extinct, Conſtal.

Weights and Meaſures. By Stat. 8 *H.* 6. *cap.* 5. every City, Borough, and Town within *England*, ſhall have a common Balance, with common Weights ſealed, and according to the Standard of the Exchequer, upon the common Coſts of the ſaid City, Borough, or Town, in the Keeping of the Head Officer, or Conſtable there; in Pain that the City for ſuch Default ſhall forfeit 10 *l.* to the King, the Borough 5 *l.* and every other Town 40 *s.*

At this Balance all Inhabitants may weigh *gratis*; but a Foreigner ſhall for every Draught under forty Pounds pay a Farthing; for a Draught betwixt forty Pounds and an Hundred, an Halfpenny; and for a Draught betwixt an Hundred and a Thouſand, a Penny; whereof the Weight ſhall be maintained, and the Officers which attend that Service, rewarded at the Diſcretion of the ſaid Inhabitants.

Juſtices of Peace, Mayors, Bailiffs, and *Stewards* of Franchiſes have Power to hear and determine theſe Offences.

Wells. *Richard de Wells* held this Manor ever ſince the Conqueſt by the Service of being Baker to our Lord the King. *Camd. Brit.* 58.

Were, in old *Saxon* þepe, and ſignifies the Price of a Man's Life, that is, ſo much as one paid for the killing a Man, by which it appears, that ſuch Government was in the *Saxon's* Days, as Slaughters of Men were moſt rarely committed; and you ſhall not read of any Inſurrection or Rebellion before the Conqueſt, *when the* View of Frankpledge, *and other* ancient Laws *of this Realm were in their right Uſe. Co. Lit.* 287.

Were-Gavel, is a Rent paid in Reſpect of Wears or Kiddels, to catch Fiſh withal, pitched and placed by the Sea Coaſts. *Somner* 18.

Weſthorpe. **Weſtgate.** } See **Southwell.**

White-Hart-Silver. *Blackmore-Foreſt* in Co. *Dorſet*, is commonly called the *Foreſt of White-Hart*; the Inhabitants have a Tradition, concerning the Occaſion of the Name, That *Henry* the Third hunting here, and having run down ſeveral Deer, ſpared the Life of a *Milk-white-Hart*, which afterward *T. de Linde*, a Gentleman of this County, and his Company, took and killed, at which the King being highly incenſed, fined them ſeverely, and the very Lands they held, do to this Day pay into the King's *Exchequer* annually a pecuniary Acknowledgment by Way of Fine, called *White-Hart-Silver. Camd. Brit.* 59.

White-Rent. See **Quit-Rent.**

Whitleſea, in the Iſle of *Ely*. Within this Manor there is a Cuſtom for the Inhabitants to chuſe on the *Sunday* next after the Feaſt of St. *Martin*, two Perſons called *Storers*, to overſee the publick Buſineſs. And likewiſe to provide a common Bull, in Conſideration whereof they enjoy a certain Paſture called *Bulls-graſs*, and the

major Part of the Freeholders and Copyholders at a Meeting, grant the Graſs every Year to any Perſon who will take it, to have the ſame from *Lady-Day* till the Corn is carried out of *Coatsfield*. *Appendix to Lex Maneriorum*, Caſe 16.

Moſt of the Ground round here are Marſh, for which King *Canute* gave Orders to *Turkill*, the Dane, that every Village about the Fens ſhould have its proper Marſh; who ſo divided the Ground, that the Inhabitants of each Village ſhould have juſt ſo much of the Marſh for their own Uſe, as lay right againſt the Farm-ground of the ſaid Village, he alſo made an Order, that no Village might dig or mow in another Man's Marſh without Leave; but however, that the Feeding ſhould be common to all, that is, Horn under Horn, for the Preſervation of Peace and Quiet among them. *Camd. Brit.* 506. *The Fenns at this Day are divided amongſt the Inhabitants, as mentioned in this Order.*

See By-Law.

Wholton, Co. This Manor was held by *Nicholas de Menyll* of the Archbiſhop of *Canterbury*, by the Service of being his Cupbearer on the Day of his Conſecration. *Eſc.* 16. *Ed.* 3. *n.* 37. *Blount* 121.

Wicomb, alias **High-Wicham**, Co. *Bucks.* Here was an Hoſpital of St. *John Baptiſt*; the Revenue whereof, upon the general Diſſolution of religious Houſes came to the Crown; as alſo certain Rents there, belonging to a Brotherhood of the *Bleſſed Virgin*, called our *Lady's Rents*; all which Queen *Elizabeth*, in the fourth Year of her Reign, granted to the Mayor, Bailiffs, and Burgeſſes of *Wicomb*, for the Maintenance of a Free Grammar-School, and certain Alms-People there, which has been much improved. *Camd. Brit.* 327. *This ſeems to be* Frank-almoigne.

Widow. A Feme Sole, who was a Copyholder of Inheritance, married, and afterwards her Husband made a Leaſe for Years not warranted by the Cuſtom of the Manor, by Reaſon whereof the Copyhold was forfeited; then the Husband died: Adjudged, that after his Death the Lord of the Manor ſhall not have any Benefit of this Forfeiture, but that the *Widow* ſhall enjoy the Eſtate in the ſame Manner, as if ſhe had never been married. *Cro. Car.* 7. *Saverne* againſt *Smith.*

Grant of a Copyhold to three for their Lives ſucceſſively, afterwards the Grantor made a Leaſe of the ſame Lands to *T. S.* for thirty Years, to have and to hold the ſame from and immediately after the Death of the Survivor, or other Determination of the ſaid Copyhold Eſtate; the Survivor died, and then his *Widow* entred and claimed her *Free-Bench*, and aſſigned her Right and Title to the Plaintiff; and in a Special Verdict in Ejectment, the Queſtion was, When this Leaſe of Thirty-one Years ſhould commence, either upon the Death of the Survivor of the three Copyholders, or after the Determination of the *Widow's* Eſtate of ſuch Survivor; it was inſiſted, that it ſhall not commence till after the *Free-Bench* of the *Widow* is determined, becauſe that Eſtate is Parcel of the Eſtate of her Husband, which is very true, as to ſome Purpoſes, but not as to this Leaſe, being in the Caſe of a Collateral Limitation; for in Point of Limitation it ſhall commence immediately after the Death of the Husband, tho' not in Point of Intereſt till after the Death of the Wife. 2 *Sid.* 165. *Clark* againſt *Candle.*

Where the *Husband* Copyholder makes Leaſe for Years of his Lands, warranted by the Cuſtom of the Manor ſo to do, his *Widow*, who hath a Title to her *Widow's* Eſtate, ſhall not avoid ſuch

Leaſe

Leaſe, unleſs there is a Special Cuſtom to enable her ſo to do. 2 *Cro.* 36. *Farely's* Caſe.

The Cuſtom was, That *Widows* ſhould enjoy during their *Widowhood*, their Cuſtomary Lands whereof their Husbands died ſeiſed. The Lord grants a Cuſtomary Tenement of the Manor, unto *J. B.* for Life, by Copy, and after conveys the whole Manor to *W.* who conveyed the Inheritance and Freehold of *B.*'s Tenement for Money paid by *B.* to *J. S.* and others, and their Heirs and Aſſigns, during the Life of *J. B.* the Remainder to *Ellen*, then Wife of *J. B.* the Remainder to *J. B.* in Fee, *J. B.* grants his Remainder in Fee to his Son and his Heirs, to whom *W.* and the reſt releaſed; the Son having Iſſue a Son died, and then *Ellen* died. *J. B.* marries again one *Frances*, and dies ſeiſed of his Cuſtomary Eſtate; *Frances* ſhall enter and enjoy her *Widow's* Eſtate; for it is clear, that the Cuſtomary Eſtate of *J. B.* remained as it was during his Life, not extinct, nor altered by the Purchaſe of the Fee-ſimple, which during his Life was in others, not in him; and then it follows by Conſequence that all Cuſtomary Incidents to ſuch a Cuſtomary Eſtate remain, whereof this is one, which by Cuſtom and Law grows of it ſelf out of that Eſtate, as a Deſcent ſhould have done if *J. B.* had been a Copyholder in Fee, and the Freehold had been granted to another in Fee. *Hobart*, *p.* 181. *Howard* and *Bartlett*.

Wife. The *Husband* may ſurrender a Copyhold to the Uſe of his *Wife*, becauſe ſuch Surrender is not immediately to her, but by a ſecond Means, (*viz.*) to the Lord of the Manor to her Uſe, and by *his* Admittance. 4 *Rep.* 29. in *Bunting's* Caſe.

But

But the *Wife* cannot give her Copyhold Lands to her *Husband*; therefore where the Cuſtom of a Manor was alledged to be, that a Wife might give her Copyhold Lands to her *Husband*, this was adjudged to be an unreaſonable Cuſtom; becauſe the Wife being always *ſub poteſtate viri*, it ſhall be intended that her Lands were not voluntarily given to him, but by Compulſion; therefore ſuch a Cuſtom could never have a reaſonable Commencement. *Godb.* 14, 15. *Skipwith's* Caſe.

Where the *Husband* was ſeiſed of a Copyhold Eſtate in Right of his *Wife*, and committed *Waſte*, and died, this is a *Forfeiture*, and ſhall bind her after his Death. 4 *Rep. Cliffton* againſt *Molineux*.

The Husband ſurrendered his Copyhold to the Uſe of his Will, which he afterwards deviſed to his *Wife*; and if ſhe ſhould have any Iſſue by him, then to ſuch Iſſue at the Age of Twenty-one Years; and if the Iſſue die before that Age, or before his *Wife*, or if he had no Iſſue by her, then ſhe to chuſe two Attornies, and they to ſell the Lands to her beſt Advantage. *Adjudg'd*, That by this Deviſe ſhe had the Lands for Life, and an Authority to chooſe two Attornies to ſell, *&c.* and that accordingly they might ſell the Lands, and that the Vendee ſhall be in by the Will, without any new Surrender. *Cro. Jac.* 199. *Beal* againſt *Shepherd*.

See Diſcontinuance, Emblements, Feme, Husband, Iſle of Man, Severance, Wood.

Will. A Man cannot *deviſe* a Copyhold Eſtate by his Laſt *Will*, without firſt ſurrendering it into the Hands of the Lord of the Manor, to the Uſe of his Laſt *Will*, after which he may *deviſe* it to whom he will; by which it is apparent that nothing paſſes by the *Will*, but all by the *Surrender*;

der; and that the *Will* is only a Declaration of the Uſes of the *Surrender*. 2 *Bulſt. p.* 200. *Semain's* Caſe.

But if a Copyhold be *deviſed* without *Surrender*, it cannot be executed in Point of Intereſts, but only by Decree in *Chancery*. 2 *Keb.* 837. *Harriſon* and *Groſvenor*.

A Man ſeiſed of Copyhold Lands *deviſed* a certain Parcel of them to his Wife for Life, the Remainder to his Brother and his Heirs, and afterwards in the Preſence of three Perſons of the Court, ſaid to them, "I have made my *Will*, "and have appointed all Things in my *Will* as I "will have it"; and afterwards he ſaid, "And I "here ſurrender all my Copyhold Lands into your "Hands accordingly." *By the Court:* The *Surrender* is reſtrained by the *Will*, and not all his Copyhold Lands, but only ſo much as are mentioned in the *Will*, paſs to the *Wife*. 3 *Leon. p.* 18. *n.* 43.

Copyholder in Fee *ſurrenders* into the Hands of a Tenant, according to the Cuſtom of the Manor, to the Uſe of a *Will*, which he ſaid he would make and leave in the Hands of his Partner *Moſſe*. *Moſſe dies*, and after the Copyholder makes his *Will*, and recites the *Surrender*, and deviſes his Copyhold to his Children, and dies, it ſeems that the Deviſee ſhall have the Lands; for the Words, "That he would leave in the Hands of *Moſſe*," are Words of Demonſtration, and not of Reſtraint; and then it is a Ground in Law, *When an Act is to be done, with Reference to another Thing, which is impoſſible, illegal or variant, the Act ſhall ſtand, and the Reference ſhall be void.* Lit. Rep. p. 23. The *King* againſt *Eaton*.

A Man *ſurrenders* his Copyhold to the Uſe of himſelf for Life, and afterwards to the Uſe of his Laſt *Will*; it was adjudged, that in ſuch Caſe the

Fee

Fee-ſimple remains in the Copyholder, and not in the Lord. 4 *Rep.* 23. *Fitch* and *Hucley.*

It was decreed, That a *Deviſe* of a *Charity* was good, though it was a Copyhold Eſtate, and not ſurrendered to the Uſe of the *Will*; for it is a good Appointment within the Statutes of Charitable Uſes. *Chan. Rep.* 75.

A Letter of Attorney to ſurrender *Copyhold Lands to the Uſe of a* Will.

'BY theſe Preſents I *S. C.* of the *Middle-Temple*, *London*, Gent. Son and Heir of *J. C.* Clerk, do make, ordain and appoint *T. C.* of the City of *C.* in the County of *S.* and *J. L.* of the ſame City, Gent. my true and lawful Attornies, jointly and ſeverally for me, and in my Name, Stead and Place, to ſurrender into the Hands of the Lord of the Manor of *B.* in the ſaid County of *S.* according to the Cuſtom of the ſaid Manor, all and ſingular the Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances of me the ſaid *S. C.* within the Manor aforeſaid; and all ſuch Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforeſaid, whereof the ſaid *J. C.* my Father lately died ſeiſed, to the Uſe and Behoof of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates as I the ſaid *S. C.* by my Laſt Will and Teſtament in Writing ſhall direct and appoint. *In witneſs* whereof I have hereunto ſet my Hand and Seal, *&c.*

A Sur-

A Surrender *to the Uſe of a* Will.

Manor of, &c.——*Feb.* 17. 1733.

'MEmorandum, The Day and Year above-
'written, that *John Jones* of, *&c.* in
'the County of, *&c.* Bricklayer, a Cuſtomary
'Tenant of the ſaid Manor, did ſurrender by the
'Rod into the Hands of the Lord of the ſaid Ma-
'nor, by the Hands and Acceptance of *John*
'*Wells* and *Richard Woodſtock*, two like Cuſtoma-
'ry Tenants of the ſaid Manor, all that Meſſuage
'or Cottage-houſe, with the Homeſtead, and all
'Buildings thereunto belonging, now in the Occu-
'pation of the ſaid *John Jones*; the Land of *Wil-*
'*liam Jenkins* on the *North*, the Land late of *Eli-*
'*zabeth Baker* on the *South*, *John Simpſon*, Eſq;
'on the *Eaſt*, the Common Street on the *Weſt*;
'and alſo a Feeding Part, and an Alder Lot be-
'longing to the ſame; and alſo all that Feeding
'Part called *Jackſon's Part*, lying and being in,
'*&c.* containing by Eſtimation, Three Acres, be
'the ſame more or leſs; the Land of *John Davis*
'on the *Eaſt*, *Richard Wallis* on the *Weſt*, Nine-
'teen Foot Drain on the *South*, *Long-Drove* on the
'*North*; and alſo two Turf Lots lying in, *&c.*
'containing by Eſtimation Twelve Acres, be the
'ſame more or leſs, the Land of *John Jones*, *jun.*
'on the *Eaſt*, *William Blackett* on the *Weſt*, *&c.*
'*Holme Load*, *North*, *Charles Bignall*, *South*;
'with the Reverſion and Reverſions, Remainder
'and Remainders thereof, and of all and ſingular
'the above-mentioned Premiſſes, to the Uſe of
'the Laſt Will and Teſtament of the ſaid *John*

'*Jones*, according to the Cuſtom of the ſaid
'Manor.

Surrendered and taken the Day and Year above-written, by us, John Jones,
John Wells
and
Richard Woodſtock.

The Finding of the Death of a Tenant, and a Surrender *to the Uſe of his* Will, *with an Admiſſion of the Tenant.*

'WHereas at the laſt Court it was preſented
'by the Jury of Homage, That *W. H.* a
'Cuſtomary Tenant of the ſaid Manor, on the
'Seventh Day of, *&c.* ſurrendered into the Hands
'of the Lord of the Manor aforeſaid, by the
'Hands and Acceptance of *A. B.* and *B. C.* two
'like Cuſtomary Tenants of the ſaid Manor, all
'and ſingular his Cuſtomary Lands, Tenements
'and Hereditaments, ſituate, lying and being in
'*G.* within the ſaid Manor, and all and ſingular
'their and every of their Appurtenances, to ſuch
'Uſe and Uſes, Intereſt and Purpoſes, as he the
'ſaid *W. H.* in and by his Laſt Will and Teſta-
'ment ſhall declare, limit and appoint. *Now to*
'*this Court* it is preſented by the Jury of Homage,
'that ſince the laſt Court, the ſaid *W. H.* depart-
'ed this Life. And to this Court came *A. H.* and
'produced in Court the Laſt Will and Teſtament of
'the ſaid *W. H.* bearing Date, *&c.* [*ſet out the Date*
'*of the Will*] which was duly proved in the Pre-
'rogative Court of *Canterbury*, before *A. S.* Doc-
'tor of Laws, *&c.* which was in the Words fol-
'lowing. "In the Name of God, Amen, I *W. H. &c.*"
'[*Here recite the Will.*] Thereupon the ſaid *A. H.*
'craves

'craves to be admitted to all and ſingular the Pre-
'miſſes deviſed to him by the above recited Will,
'[*Or elſe the Steward may here again recite the*
'*Premiſſes.*] And the Lord of the Manor afore-
'ſaid, by his Steward aforeſaid, did deliver Seiſin
'thereof, *&c.* [See **Admittance.**]

See **Deviſe, Implication, Wife.**

Tenant at Will is he who holds Lands of another, to have to hold to him, at the Will of the Leſſor, by Force of which Leaſe the Leſſee is in Poſſeſſion. *Co. Lit. Sect.* 68.

See **Common, Copyhold, Copyholders, Fealty.**

Wimondley, Co. *Hertford.* This Manor is held by Grand Serjeanty; the Lord as chief Cup-Bearer, is to ſerve the King with the firſt Cup of Silver gilt, at Dinner, on the Day of his Coronation. *Camd. Brit.* 346. *He is to have the Cup for his Fee.*

Winchester. See **Rent.**

Wind. See **Repair, Timber.**

Wirrol, Co. *Cheſter,* in *Saxon* pipheale; near here is this Manor of *Hooton,* which in *Richard* the Second's Time, fell to the *Stanleys*; who derive their Pedigree from one *Alan Sylveſtris,* upon whom *Ranulph,* the firſt of that Name, who was Earl of *Cheſter,* conferred the Bailiwick of the Foreſt of *Wirrol,* by the Delivery of a Horn. *Camd. Brit.* 673. *Qu.*

Wit or **Wita,** ſignifies an *Amerciament. Co. Lit.* 127. *a.*

Witneſs, the *Steward,* though he had a Fee for the Admittance, may be a *Witneſs.* 3 *Keble. Champion's* Caſe, *p.* 90.

To prove a Cuſtom that a Copyholder may cut *Trees,* a Copyholder, that had but a Kettle, may be a *Witneſs.* 2 *Sid. p.* 9.

A Sub-

A Subpœna *for Witneſſes.*

The Manor of *G.* } To *A. B.* [*name the Witneſſes*] greeting:

I *Command you and every of you, that (laying aſide all Manner of Excuſes and Delays whatſoever) you be in your proper Perſons at the next Court to be held at,* &c. *on,* &c. *to teſtify and declare the Truth in a certain Variance* [or Matter of Controverſy depending] *between* H. J. *Plaintiff, and* T. G. *Defendant, in a Plea of Treſpaſs upon the Caſe; and this omit not at your Peril.* Dated, &c.

G. B. *Steward.*

Woman. See **Gloucester.**

Wood. A Man made a Feoffment in Fee of a Manor, to the Uſe of himſelf and his Wife, and his Heirs; there was a Cuſtom in the Manor to cut Underwood at Twenty-one Years Growth, the Husband ſuffer'd the Woods to grow Twenty-five Years during the Coverture, and then died: Adjudged, that the Wife being Tenant for Life, could not cut theſe *Woods* without committing *Waſte*, becauſe the Time of cutting them was limited by the Cuſtom to Twenty-one Years, and that being paſt, and Four Years more, ſhe cannot cut till another Twenty-one Years come. *Godb. p.* 4 & 5.

Wood-gavel. See **Gavel-wood.**

Wood-Reeve.

Inſtructions given by the Archbiſhop of Canterbury, *to his Wood-Reeve of* Norwood, *Co.* Surry, *at the Delivery of his Deputation.*

'THE *Wood-Reeve* muſt be one that well 'underſtands the Nature of *Wood* and *Wood-Lands*, and to order the felling, cutting out, 'making up, ſtripping, ſetting, runting, coaling, 'ſtacking, *&c.* To provide Workmen, Colliers, '*&c.* and to apportion every Man his Employ-'ment. To contract with them and to pay them 'weekly, according to the ſeveral Rates agreed 'upon; and that before any Account can be had 'of them, what their work will come to; which 'except he underſtands as well as themſelves, he 'will be ſure to be cheated. He muſt ſee every 'Man's work to be well done; provide Teams, 'order their Loadings, and ſee to the Delivery; 'otherwiſe the Wood will be carried to wrong 'Places, and no Account given of it, which is a 'uſual Thing, and the *Wood-Reeve*'s Loſs. For 'this Purpoſe he muſt conſtantly attend early and 'late, both by himſelf and others; for one alone 'is not ſufficient to look after every Work-'man, which at ſometimes are near twenty at a 'Time in ſeveral Places, and ſome at great Di-'ſtances, to prevent the common Cheats and Abu-'ſes uſually practiſed by the *Woodmen*, Colliers 'and Carters. Gates and Fences he muſt look af-'ter for Preſervation of the Springs; and take 'Care to puniſh Offenders, Woodſtealers, Treſ-'paſſors, and the like. For what is ſold he muſt 'likewiſe provide Teams and Chapmen, keep Ac-

count

'count to whom, and take Care whom he truſts, 'and either to collect the Money, or perhaps be 'made anſwer it himſelf. He muſt from Time to 'Time obſerve the Steward's Orders. And at the 'End of the Year give an Account of his Office.

Form of a Deputation for a *Wood-reeve.*

KNOW all Men by theſe Preſents, *That We* William, *by Divine Providence, Lord Archbiſhop of* Canterbury, *Primate of all* England, *and Metropolitan, have made, conſtituted and appointed, and do by theſe Preſents make, conſtitute, and appoint* William Stobbs *Wood-reeve of all and ſingular our Woods at* Norwood *in* Surrey, *during our good Will and Pleaſure. And for his Care and Pains in the Execution of the ſaid Office of Wood-reeve, We do hereby further promiſe to pay unto the ſaid* William Stobbs *in Lieu of, and in full Satisfaction of all Salaries and Perquiſites heretofore received and enjoyed by any former Wood-reeve, the Sum of twenty Pounds yearly, during the Time of the Continuance of theſe Preſents.* In Witneſs *whereof We have hereunto ſet our Hand and Seal this tenth Day of* February, 1715.

W. Cant.

Workland, So called, becauſe at the Creation of the Manor, and Diſtribution of it into Parcels, it was charged with ſervile *Works*, ſuch as Plowing and Harrowing the Lands, Arable Ground, Mowing, taking, and carrying in his Hay, Sowing, Weeding, Reaping, and Inning his Corn, making and mending his Fences, Thatching his Barns, and ſuch like. *Somner* 116.

Worksop, Co. *Nottingham.* This Manor is held by Grand Serjeanty, by the Service of finding the King a Right-Hand Glove on the Day of his

Coronation, and to ſupport the King's Right Arm that Day, while he holds the Scepter. *Pat.* 33 *H.* 8. *Par.* 4.

Wreck. If any ſuffer Shipwrack upon the Seas, and through the Violence of the Waves Goods are caſt upon the Shore, and being ſeiſed by the Bailiff, are not claimed within a Year and a Day after the Seiſure, then are theſe Goods forfeited to the Lord, who hath that Franchiſe, and are term'd *Wrecks*. *Co. Copyholder, Sect.* 27.

In Sir *Henry Conſtable*'s Caſe it was reſolved, that nothing ſhall be *Wreck* but ſuch Goods which are caſt by the Sea, or left on the Land; that *Flotſam* is where a Ship is drowned, or otherwiſe periſheth, and the Goods float on the Sea; that *Jetſam* is where a Ship is likely to periſh, and the Goods are thrown Over-board into the Sea, that the Ship may be disburthened, and afterwards ſhe periſheth; that *Ligan* is likewiſe where the Goods are caſt Over-board, the Ship being in Danger of periſhing, and the Goods are ſo heavy, that they ſink to the Bottom; therefore to the Intent that they may be found, the Mariners tie a Cork or Buoy to them, that they may know where they are, for which Reaſon 'tis called *Ligan*, from *Ligando*; but none of theſe Goods are *Wreck*, ſo long as they remain on or in the Sea; but if they are caſt on the Land, then they are *Wreck*; and of theſe three Things the Admiral hath Juriſdiction, but not of *Wreck*, becauſe that is on Land, and in the County where the Common Law takes Place, and therefore may belong to a Lord of a Manor, by Preſcription, as well as by Grant. 5 *Rep.* 106.

See Year and a Day.

Wrencholm, Co. *Cumberland.* *Robert*, Son of *Alexander*, held this Manor by keeping the King's Pigs,

Pigs, in Pawnage-time, until they are ſold. *Inq.* 13 *Joh. Cumber. Blount* 70.

Wrinton, Co. *Glamorgan. Robert Jones,* Eſq; paid 3 *s.* 4 *d.* Rent of *Ward,* and *Caſtle-Gard-Silver* to the Lord *Windſor* for half this Manor. *From a MS. Survey taken* 1666. *Penes Authorem.*

Writtel, Co. *Eſſex.* The Tenants in this Manor pay on St. *Leonard's* Day, 6 *November,* a certain Rent called *Avage,* for the Privilege of Pawnage in the Lord's Woods, *viz.* for every Pig under a Year old a Halfpenny; for every Yearling Pig One Penny; and for every Hog above a Year old, Twopence. *Jac. Law Dict. Jub.* Tit. *Avage.*

Within this Manor every reputed Father of a Baſe Child pays to the Lord for a Fine 3 *s.* 4 *d.* and this Cuſtom is called *Childwit. Jac. Law Dict. ſub* Tit. *Childwit.*

Wymble, Co. *Cambridge.* This Manor is held by Grand Serjeanty, to ſerve our Lord the King on the Day of his Coronation, with the firſt Draught of Drink in a ſilver gilt Cup, and receive the Cup for his Fee. *Blount* 78.

Yard-Land contains about 20 Acres; but *Co. Lit.* ſays it contains no certain Number of Acres. *Co. Lit.* 69. *a.*

Year. A Copyholder makes a Leaſe for *Years* not according to the Cuſtom of the Manor, yet this Leaſe is good, ſo as the Leſſee may maintain an Ejectment; for between the Leſſor, and Leſſee, and all others, except the Lord of the Manor, the Leaſe is good. *Owen's Rep. Downingham's* Caſe.

See **Aſſets, Aſſign, Common, Copyholder, Deſtroy, Leaſe.**

Year and a Day. If the Owner of an Eſtray doth not claim it within a *Year and a Day,* in ſuch Caſe, it being duly cried in the next Market-Towns at any

Time within the *Year*, the Goods are forfeited to the Lord of the Manor; ſo 'tis likewiſe in the Caſe of a *Wreck* at Sea; but there the *Year and a Day* ſhall be accounted from the Seiſure; for tho' the Property of a Wreck is veſted in the Lord before the Seiſure, yet till then, and till he takes it into his Poſſeſſion, the Owner cannot tell of whom to claim it. 5 *Rep.* Sir *Henry Conſtable's* Caſe.

See **Wreck.**

Year, Day and Waſte, is a Part of the King's Prerogative, whereby he hath the Profits of Lands and Tenements for a *Year and a Day* of thoſe that are attainted of Petit Treaſon or Felony, whoſoever is Lord of the Manor whereto the Lands or Tenements do belong; and the King may cauſe *Waſte* to be made on the Tenements, by deſtroying the Houſes, plowing up the Meadows and Paſtures, rooting up the Woods, *&c.* (except the Lord of the Fee agree with him for the Redemption of ſuch *Waſte*,) afterwards reſtoring it to the Lord of the Fee. *Staunf. Prærog.* 44.

See **Glouceſter.**

Yarmouth, Co. *Norfolk.* This Town by Charter is bound to ſend to the Sheriffs of *Norwich* a hundred Herrings, which are to be baked in 24 Pies or Paſties, and thence delivered to the Lord of the Manor of *Eaſt-Carleton*, who is to convey them to the King. *Camd. Brit.* 458.

See **Carleton.**

The E N D.

THE

INDEX.

A.

Abator. Page 1, 10
Abbey. 305
Abthorp. 265
Abuser. 515
Acceptance. 1, 2, 10, 11, 70, 130, 150, 212, 304, 460, 466, 467
Accessary. 3, 43, 44, 91
Accidental-Services. 497
Account. 1, 575
Acknowledgment. 3, 241
Acknowledgment of the Tenant. 3
Acknowledgment of Satisfaction on Conditional Surrender. 4
Acknowledgment in Court of a Legacy paid 5
Acknowledgment by the Lord that the Copyhold is infranchised. *Ibid.*
Acquittance. 467
Acre. 145
Act. 6, 23, 182, 211, 225, 270, 419, 426
Act of Parliament. 6
Action. 6, 7, 8, 25, 67, 113, 124, 133, 159, 163, 169, 213, 213, 229, 230, 240, 249, 306, 410, 431, 457, 459, 465, 557, 580, 581
The Method of entring *Actions* in a Baron-Court. 67
Acton. 8
Ad commune Nocumentum. 8, 24

Addington. 9
Adjournment. Page 9
Form of Adjourning a Court. 10
Administrator, 182, 459
Admittance. 6, 10, 11, 12, 13, 14, 45, 52, 57, 70, 87, 118, 124, 128, 130, 131, 139, 141, 151, 166, 214, 223, 226, 228, 229, 241, 251, 268, 274, 275, 278, 283, 285, 290, 291, 299, 304, 310, 313, 314, 371, 373, 419, 429, 431, 435, 513, 515, 570, 571
Instructions for *admitting.* 12
Admittance of an Heir on the Death of the Copyholder. 13
Admittance of a Freeholder. 14
Letter of Attorney to appear at a Court, and take *Admittance* unto Lands surrendered. 45
Letter of Attorney to take *Admittance* to Copyhold Lands, and after *Admittance,* to surrender: *Ibid.*
Form of *Admittance* by Attorney. 47
Admittance to a Copyhold Estate, on Condition not performed. 118
Admittance of a Son and Heir to Copyhold Lands held in Copartnership. 124
Form of *Admittance* by Guardian. 284
Admittance on a Marriage-Settlement. 403
Admittee. 41
Ad Terminum qui Praeterit. 272
Advantage. 15, 17, 64, 101, 153, 251, 370, 445, 479
Adultery. 363
Ad voluntatem Domini. 15
Advowson. 16, 431, 548
Advowson Appendant. 275
Advowson in Gross. Ibid.
Affeerors. 16, 24, 25, 81, 121
The *Affeerors* Oath. 16
Affirmance. 16, 17

The INDEX.

Age. 17, 101, 203, 269, 309, 310
Agmondesham. Page 17
Albridge. 327
Aid. 17
Alamore. 17, 18, 19
Alderman. 19
Alderton. 265
Alehouse. 93
Alehouse-keeper. 254
Alford How. 265
Alien. 19, 197, 574
Alienation. 20, 21, 104, 141, 231, 240, 270, 294, 310, 313, 411, 418, 459
Alienation of a Freehold by Indenture. 21
Alienation in Fee by a Customary Tenant. *Ibid.*
Alms. 246, 247, 248
Alodium. 22
Alredale. *Ibid.*
Alteration. 23, 225, 314
Alton. 23
Ambassador, 156, 554
Amerciament. 8, 23, 24, 25, 30, 154, 298, 306, 409, 410, 411, 427, 475, 491, 501, 516, 524, 575
Amonderness. 25, 502
Amputation. 75
Ampthill. 50
Ancestor. 11, 26, 291, 580
Antient Demesne. 23, 26, 27, 41, 50, 75, 76, 77, 78, 107, 151, 177, 207, 209, 231, 248, 249, 250, 263, 287, 345, 375, 412, 413, 423, 481, 482
Deed to levy a Fine in a Court of *Antient Demesne.* 231
Form of a Fine in a Court of *Antient Demesne.* 232
Andevere. 27
Andover, *Ibid.*

Annual-Service. Page 497
Annual Things. 277
Annuity. 28, 309
Surrender of a Copyhold Eſtate, held for Life, into the Hands of the Lord of the Manor, in Conſideration of an *Annuity* payable during Life, by Way of Aſſignment. 28, 29
Appeals. 457
Appearance. 30, 31, 32, 33, 43, 45, 65, 66, 130,
Summons to *appear* at a Court-Baron. 31
Precept to ſummon the Defendant to *apppear* to a Writ of Right Patent. *Ibid.*
Letter of Attorney to *appear* at the Manor-Court to do Suit and Service to the Lord of the Manor. 32
Warrant of Attorney to *appear*. *Ibid.*
Condition for *Appearance*. 33
Appendancy. 16
Appendant. 16, 33, 111, 275
Appraiſers. 159, 161
Appraiſement. *Ibid.*
Apprentice. 33
Appurtenances. 530
Appurtenant. 33, 111, 275
Archbiſhop. 363
Deputation from the *Archbiſhop* of *Canterbury* to his Game-Keeper. 257
Arcenary. 91
Arrears. 6, 7, 13, 34, 154, 159, 163, 164, 309
Declaration for *Arrears*. 34
Arreſt of Judgment, 35
Form of *Arreſt of Judgment*. *Ibid.*
Arrow. 50, 57, 175, 548
Artificers. 97, 327
Aſhcot. 265
Aſhele. 35
Aſhton. 265
Aſpley. 59
Aſſaby,

Affaby. Page 35
Affault. 36
Declaration for *Affault.* *Ibid.*
Affent. 36
Affets. 36, 150
Affigns. 36
Warrant to the Bailiff to *affign* Timber. 37
Affignee. 114, 330, 479
Affignment. 28, 37, 330
Surrender of a Copyhold Eſtate, held for Life, into the Hands of the Lord of the Manor, in Conſideration of an Annuity, payable during Life by Way of *Affignment.* 28
Affignment of a Patent for holding Courts by Way of Mortgage. 37
Aſſiſe. 41, 99, 207, 413
Aſſiſes. 33, 135, 235, 298, 327
Aſſumpſit. 41
Form of a Declaration on *Aſſumpſit.* *Ibid.*
Aſſumpſit non. 42
Form of the Plea *Non Aſſumpſit.* *Ibid.*
Aſſurances. 60
A Bargain and Sale of Copyhold and Freehold Lands, with Covenants of *Aſſurance.* *Ibid.*
Aſtre. 42
Attachment. 7, 43, 65, 66, 197, 409, 412, 413, 493, 502, 566
Form of an *Attachment.* 43
Attainder. 43, 44, 102, 197, 198, 249, 269
Attorney. 44, 129, 130, 199, 214, 360, 374, 510, 529, 350, 587
Letter of *Attorney* to appear at a Court, and take Admittance unto Lands ſurrender'd 45
Letter of *Attorney* to take Admittance to Copyhold Lands, and after Admittance to ſurrender. 45
Form of Admittance by *Attorney.* 47

Attornies Fees in a Court-Leet, and a Court-Baron. Page 48
Attornment. 48, 179, 218, 329
Form of an *Attornment.* 49
Audit.
Form of a Grant at an *Audit.* 281
Auditors. 126, 220, 514
Avage. 597
Averland. 49
Aukland. 511
Axe. 430
Aylesbury. 50
Aylesham. *Ibid.*

B.

Back-berond. 285
Bags. 541
Bailiff. 27, 52, 64, 103, 130, 157, 175, 176, 197, 208, 210, 234, 283, 287, 296, 302, 310, 327, 446, 533, 569, 582
Grant of a *Bailiwick.* 50
Form of a *Bailiff's* Oath, 51
Bailiff's Fees in a Court-Baron. *Ibid.*
Bailiwicks. 275
Bakehouse. 554
Baker. 99, 139, 569
Bakton. 52
Bankrupt. 52, 211, 415
Bargain and Sale of Copyhold Lands by Commissioners of *Bankruptcy.* 53, 54, 55, 56
Bar. 57
Bar. 53, 57, 129, 133, 370
Demurrer in *Bar* to a Declaration. 146
Demurrer to a Plea in *Bar.* 147

Bargain and Sale. 52, 64, 124, 211, 218
Bargain and Sale of Copyhold Lands by Commissioners of Bankruptcy. Page 53
Bargain and Sale of Copyhold Lands 57
Bargain and Sale of Copyhold and Freehold Lands, with Covenants for Assurance of each accordingly. 60
Bargainee. 52, 64
Bark. 64, 177, 474
Baron-Court. 17, 30, 31, 32, 64 to 70, 24, 26, 80, 89, 101, 110, 169, 208, 409, 410, 411, 446, 575
Attorneys Fees in a *Court-Baron.* 48
Bailiff's Fees in a *Court-Baron.* 51
Manner of Proceedings in a *Court-Baron.* 66
Stile of the Court. *Ibid.*
Proclamation for opening the Court. 67
Proclamation for entring Plaints. *Ibid.*
The Method of entring Actions and Plaints in a *Baron-Court.* *Ibid.*
The Method of calling them and proceeding on them. 67, 68, 69, 70
The Method of calling the Jury in a *Court-Baron.* 68
Oath of the Jury in a *Court-Baron.* 69
Oath of the Evidence. *Ibid.*
The Method of bringing in the Verdict. 69, 70
Baron and Feme. 70, 267
Barretor. 95
Barry. 70
Barton. 50
Basin. 295
Bastard. 197
Bath. 71, 85
Battle-Abby. 71
Beckingtree. *Ibid.*
Bedford. 50
Bedminster. 71

Beedle. Page 71, 290
The Oath of the *Beedle*. 290
Behaviour 71
Benefit. 240, 241
Benham. 72
Berbage. 85
Berealston. 72
Berkholt. *Ibid.*
Berland. *Ibid.*
Bill. 72, 86, 87, 162, 373, 435, 511
Bill of Sale of Goods levied. 72
Billington. 73
Bishop. 71, 73, 85, 134, 197, 212, 370, 371 502, 554
Blackesley. 265
Blakeburnshire. 74, 502
Blisewoyth. 265
Bloodshed. 90, 92, 363, 436
Boat. 145
Bockland. 74, 128
Bond-Land. 574
Boghton. 74
Bokhampton. *Ibid.*
Bolton. *Ibid.*
Bond. 30
Boyd. 259
Boydland. 75
Botts. 577
Bough. *Ibid.*
Bound. *Ibid.*
Boundaries. 103
Bowden 75
Bows. 253, 502, 548
Brache. 134
Brain. 50
Bray. 76
Brayles. *Ibid.*
Bread. 99

Breaking. Page 77
Brewers. 77, 100, 569
Brewern. 265
Brickhill. 50
Bride. 77, 79, 384
Bridegroom. 384
Bridge. 77, 80, 100
Brimsfield. 72
Brodeham. 77
Bromesgrove. 77, 78
Broughton. 79
Buckstalls. 73
Bugbroke. 265
Builth. 79
Bulewel. *Ibid.*
Bull. 210, 371, 564
Burdelois. 79
Burdos. *Ibid.*
Bures. *Ibid.*
Burford. *Ibid.*
Burg. 80
Burglary. 90
Burgesses. 17
Burning of the Hill. 405
Borough-English. 80, 511
Burstal. 80
Bushes. 297
Butcher. 569
By-Laws. 23, 80, 81, 82, 166, 181, 265, 373, 505
Form of *By-Laws* 83, 84

C.

Calistoke. 85
Candewell. 50
Canoke. 85, 106
Caption.

Caption. Page 345
Carder. 172
Carleton. 85, 598
Carliſle. 307
Carriage. 243
Carrier. 254, 255
Cart. 156, 243
Cartbote. 75, 85
Carver. 299
Caſham. 85
Caſtle-Aſhby. 265
Caſtle-Thorp. *Ibid.*
Caſteward or Gard. 79, 85, 110, 147, 166, 213, 219, 238, 263, 328, 384, 404, 426
Caſtord. 109
Cat. 262, 428
Caterer. 199
Canoo. 50
Ceddre. 85
Cepit non. 86
Cert-money. 301
Certo Letae. 344
Ceſtuy que Aie. 271
Ceſtuy que Uſe. 7, 10, 86, 533
Chalgrave. 50
Chamberlain 294
Champerty. 86
Champion. 493
Chancellor. 86, 166, 373
Chancery. 23, 87, 113, 129, 133, 145, 151, 213, 242 435, 469, 523, 588
Chantries. 323
Chapman. 254
Chapter. 141
Charge. 87 to 107
In Leet 87 to 101
In Baron-Court. 101 to 107
Charges. 106

Charity. Page 589
Chase. 253, 265, 287
Chasse. 251
Chantries. 323
Chauntry-Rents. 219
Chelmare. 107
Chenes. 106
Chesterton. *Ibid.*
Chief-Rent. 469
Child. 378
Childwit. 597
Chilworth. 106
Chippenham. 107
Cholmer. *Ibid.*
Form of the Grant by *Edw.* the Confessor. *Ibid.*
Christ-Church. 108, 182
Church. 80
Church-warden. 295
Cignets. 91
Claim. 108, 169, 230, 231
Clausum Fregit. 108
Form of the Declaration. *Ibid.*
Clergy. 222, 345
Cleivenor. 286
Cliphill. 50
Cloths. 170, 171, 172, 173
Clun. 109
Coal. 109, 552, 553
Coffard. 109
Coiety. 110
Colchinham. 265
Coleshill. 110
Collingham. 577
Collingthrigh. 265
Colmeworth. 50
Common. 15, 17, 18, 102, 110, 111, 112, 113, 114, 140, 170, 184, 212, 276, 289, 302, 311, 324, 457, 498, 499, 500, 584

Common Appendant. Page 111, 499
Common Appurtenant. *Ibid.*
Common in Groſs. 112, 176, 275
Common by Reaſon of Vicinage. 112, 499
Commoner. 113, 114, 156
Commorant. 114
Compoſition. 114
Compurgators. 576
Condition. 33, 48, 114, 128, 224, 252, 268, 269, 272, 331, 364, 435, 457, 466, 468
Condition for Appearance. 33
Condition that one is ſeiſed of Copyhold Lands mortgaged, and that he will pay the Money due on Surrender. 115
Condition to ſurrender Copyhold Lands whereunto the Obligor is admitted in Truſt for the Obligee. 116
Surrender on *Condition.* 117
Admittance to a Copyhold Eſtate on *Condition* not performed. 118
Condition to reſtrain a Man from Fiſhing or Fowling on any Part of a Manor. 235
Condition for the Paying a Sum of Money in Lieu of a Heriot compounded for. 294
Condition of a Bond to the Steward, on granting a Replevin. 476
Confeſſion. 269
Confeſſond. 285
Confirmation. 152, 241, 249
Congeſt. 50
Conies. 113, 119, 253, 255
Conſent. 119
The Lord's *Conſent* for erecting a Cottage. 137
Conſtable. 17, 19, 92, 119, 159, 160, 162, 173, 175, 254, 295, 302, 455, 500, 501, 540
An Order on a *Conſtable's* not appearing at Court, to be ſworn into his Office by a Juſtice of Peace. 120

Oath

Oath of the *Conſtable.* Page 136
Contempt. 121, 230, 575
Contenement. 409
Contingent. 121, 149, 217
Contract. 121
Form of *Contracts.* *Ibid.*
Indenture of Covenants upon a *Contract* for Purchaſe of a Copyhold, where Part of the Purchaſe Money is paid, and the Purchaſer is to be at his Liberty to proceed in the Purchaſe or not. 122
Controverſies. 573
Converſion. 65
Conveyance. 49, 124, 198, 548
Cook. 9, 569
Coparcener. 124, 149
Admittance of a Son and Heir, to Copyhold Lands held in *Coparcenerſhip.* 124
Copy. 50, 125, 127, 128, 132, 138, 151, 179, 199, 239, 269, 275, 276, 291, 329, 376, 421 577
Form of a *Copy* of Court-Roll. 127
Copyhold. 128 to 132, 134, 153, 179, 184, 207, 240, 241, 251, 303, 323, 324, 422, 480
Copyholder. 64, 132, 133, 168, 179, 184, 207, 221, 222, 224, 225, 226, 230, 238, 239, 241, 250, 251, 266, 267, 268, 270, 273, 276, 293, 299, 300, 321, 329, 360, 379, 434, 456 468, 488, 512, 529, 533, 580, 592
Corſe. 326
Corn. 134, 156, 159, 182, 222, 259, 262, 427
Cornage, 134, 141 322
Corn-cart. 300
Cornish-Acre. 145
Cornwall. 125, 134, 217
Coronation. 9, 35, 73, 214, 295, 322, 325, 371, 372, 419, 493
Coroner. 326, 328, 502, 592, 595, 597

Corporal-Service. Page 497
Corporation. 134, 197, 217, 515
Cortnall. 265
Cosgrove. 265
Cost. 133, 158, 162, 163
Cotes. 134
Cotington. *Ibid.*
Cotland. *Ibid.*
Cottage. 8, 100, 104, 135
Petition to the Justices of Peace for setting up a *Cottage* on the Waste. 136
The Lord's Consent. 137
Order of the Sessions thereon. *Ibid.*
Cottager. 296
Covenants. 60, 465
Covenants on purchasing the Equity of Redemption of Copyhold Lands mortgaged. 195
Covert. 137
Coverture. 278
Covin. 137
Countermand. 529
Court. 27, 86, 87, 128, 129, 138, 141, 151 168, 277, 425
Court-Roll. 57, 104, 127, 132, 242, 488, 570, 571
Form of a Copy of *Court-Roll.* 127
Entry of a Proclamation in the *Court-Roll.* 442
Form of a *Court-Roll.* 489
Cow. 363
Crainsfield. 50
Cranley. *Ibid.*
Creswel. 138
Crokeham. *Ibid.*
Cuckwold. *Ibid.*
Cui in Vita. 86, 138, 152, 271
Cukeny. 138
Non **Culp.** *Ibid.*
Cumberton. 139

Cup. Page 73, 106, 592, 597
Cupbearer. 73
Curteſy. 139, 140, 150, 261, 267, 580
Cuſtom. 23, 57, 102, 109, 129, 132, 133, 140, 141, 151, 154, 166, 203, 214, 222, 223, 225, 226, 250, 251, 252, 259, 261, 267, 270, 282, 283, 292, 293, 309, 325, 331, 360, 361, 364, 365, 373, 431, 435, 474, 475, 478, 479, 494, 495, 523, 567, 577, 587
Cuſtom of the Manor *Bedminſter.* 71
——— the Manor *Berkholt.* 72
——— the Manor *Bolton.* 74
——— the Manor of *Builth.* 79
——— *Burford.* *Ibid.*
——— the Manor *Dinevor.* 151
——— the Tenants holding of the Caſtle of *Dover.* 167
——— *Dunmow.* 175
——— the Manor of *North-Elmes.* 181
——— *Eaſt* and *Weſt Enborne.* 182
——— *Enſham.* 189
——— *Exeter.* 209
——— *Gloceſter* and *Gloceſterſhire.* 264
——— *Hallifax.* 285
——— the Manor of *Ham.* 286
——— the Manor of *Harrow on the Hill.* 288
——— the Manor of *Hay.* 289
——— the Manor of *Highworth.* 298
——— the Manor *Honington.* 300
——— the Manor of *Iſleworth.* 321
——— the Manor of *Kilmerſdon.* 323
——— *Kingſton upon Hull.* 326
——— *Lewes.* 362
——— the Manor of *Lodebrook.* 371
——— the *Iſle of Man.* 377
——— the Manor for *Marden.* 384
——— *Mendippe-Hills.* 404
——— the Manor of *Millan.* 405

The INDEX.

Cuſtom of the Manor of *Monkton.* Page 411
——— *Norfolk.* 540
——— *Okeham.* 422
——— the Manor of *Panington.* 424
——— the Manor of *Porcheſter:* 491
——— the Manor of *Quarenden.* 445
——— the Manor of *Rochford.* 487
——— the Manor of *Rodely.* 488
——— the Manor of *Sedgley.* 495
——— *Shewſtone.* 501
——— *Shrewsbury.* 502
——— *Southwark.* 581
——— *Southwell.* 506
——— *Stamford.* 510
——— *Stockwood.* 523
——— *Suffolk.* 540
——— *Taunton.* *Ibid.*
——— *Thurgarton.* 549
——— *Tinmouth.* 550
——— *Tregoan.* 556
——— *Tuddington.* 300
——— *Turlox.* 330
——— *Tutbury.* 561
——— *Wadhurſt.* 574
——— *Wakefield.* 576
——— *Whittleſea.* 583
——— *Writtle.* 597
Cuſtomary. 243, 252
Cuſtomary Manors. 141
Aleſham. 50
Warfield. 578
Cuſtos Rotulorum. 302

D. Dale.

D.

Dalemayn. Page 141
Dalſcot. 141, 265
Damage. 141, 159, 169, 173, 243, 405, 410
Damage-feſant. 113, 141, 154, 155, 156
Danſyng. 107, 141
Daughter. 377
Dead Year. 398
Dean. 141
Death. 101, 206, 268, 271, 272, 293, 360, 363, 370
Debet nil. 142
Debt. 7, 142, 151, 166, 168, 169, 229, 373, 575
Decenna. 344
Declaration. 142, 221, 558
Declaration for Arrears of Rent. 34
Declaration for Aſſault. 36
Declaration on an *Aſſumpſit*. 41
Declaration for a *Clauſum fregit*. 108
Form of a *Declaration* containing ſeveral Counts. 143
Demurrer in Bar to a *Declaration*. 146
Declaration upon Exchange of Lands. 206
Joinder in Demurrer, in Bar to a *Declaration*. 312
Declaration on a *Quantum meruit*. 444
Declaration of Truſt upon admitting two Lives in a Copyhold. 558
Decree. 145, 151, 323
Deed. 44, 114, 128, 145, 152, 221, 242
Deer. 91, 258
Default. 30 43
Degemue. 145
Delamoze. *Ibid.*

Delayrey. Page 145, 265
Demand. 130, 145, 457, 467
Demesnes. 128, 145, 259, 324, 379, 480
Demise. 146, 226
Demurrer. 30, 146
Form of a *Demurrer* in Bar to a Declaration. 146
Demurrer to a Plea in Bar. 147
Joinder in *Demurrer* in Bar to a Declaration. 312
Joinder in *Demurrer* to a Plea in Bar. 313
Dengy. 107, 147
Denial. 64, 147, 241
Denfanger. 147, 265
Denispowis. 147
Deputation. 256
A *Deputation* of a Steward to take a Surrender and examine a Feme Covert. 223
Deputation from the Archbishop of *Canterbury* to his Game-Keeper. 257
Deputation from the Lord of a Manor to his Game-Keeper. 258
Deputy. 148, 570
Derby. 148
Dertmore. 175
Descent. 36, 129, 141, 148, 149, 150, 166, 198, 228, 231, 431, 432, 433, 550
Determine. 150
Destroy. 72, 129, 150, 225, 324
Devise. 150, 151, 222, 223, 293, 578
Dilligrout. 9
Dinebor. 151
Disability. 151, 278
Disceit. 151, 248, 575
Discontinuance. 7, 152, 271, 304, 321, 448
Disjunctive. 277
Dismembring. 153
Disseisee. 271

Diſſeiſin. Page 153
Diſſeiſor. 10, 153, 211, 230, 271
Diſtrain. 24, 31, 73, 113, 154, 252, 292, 427, 459, 461, 478, 516
Warrant to *diſtrain* for Copyhold Rents. 474
Diſtreſs. 30, 103, 154 to 165, 197, 292, 462 501
Obſervations on the Statute of the Second of *W. & M. Seſſ.* 1. *cap.* 5. concerning Diſtreſs, by Sir *Bartholomew Shower.* 160 to 163
What Things may be diſtrained, and otherwiſe. 155
Time of diſtraining. 158
Notice on a *Diſtreſs.* 164
Diſtringas. 165
Form of a *Diſtringas.* *Ibid.*
Ditches. 94, 297
Divine-Service. 248
Divorce. 165, 269
Dogs. 35, 96, 253, 428
Domeſday-Book. 165, 423
Domeſmen. 572
Dominus pro Tempore. 15, 165, 268, 269, 314
St. Donatts. 166
Donſtable. 50
Doors. 157, 200
Dove-cote. 167
Dower. *Ibid.*
Doves. 91
Dower. 166, 167, 168, 169, 170, 264, 267, 270, 479, 572, 580
Dragon. 80
Drapery. 170, 171, 172, 173
Form of a Warrant to bring an Offender againſt the Statute of *Drapery* before a Steward. 174
Mittimus upon the ſame Warrant. 174

Drift. Page 175
Drok-Land. 175
Droscumbe. *Ibid.*
Duckingstool. 92, 421
Dung. 252
Dunland. 175
Dunmow. *Ibid.*
Durante Advitate. 176, 182, 203, 222, 329
Duty. 50, 88, 101, 373
Dyer. 172

E.

Eadingley. 176
Eadington. 206
Earl. 570
East-Greenwich. 282
Easthrope. 177, 206
Eastorchard. 166
East-Rudham. 176
Eaton. 466
Everston. 177
Ecclesiastical Persons. 71, 73, 85, 134, 141, 177, 246, 248, 378
Edenestowe. 177
Egerdon. 178, 301
Eggefield. 178
Eglosdery. 145, 178
Ejectment. 179, 180, 364, 365, 469
Eiston. 265
Election. 277
Elegit. 113, 181, 211, 267
Elmes North. 181
Elstow. 50
Elyng. 182

Emblements. Page 182, 222
Enbozne. 182
Encloſure. 104, 113, 114, 157, 183, 184
Endow. 169, 170, 184, 199, 264
Enfield. 184
Enfranchiſement. 113, 184
Acknowledgment by the Lord the Copyhold is *enfranchiſed.* 5
An *Enfranchiſement* of Copyhold Lands made by the Lord of the Manor to his Copyholder. 184
Preſentment that ſeveral Copyhold Lands were *enfranchiſed* by the Lord. 189
Enſham. *Ibid.*
Entail. 57, 129, 140, 190 to 195, 243, 539, 576
Entry. 48, 70, 240, 268, 271, 272, 304, 331, 364, 580
Equity. 41
Equity of Redemption. 195
Covenants on purchaſing the *Equity of Redemption* of Copyhold Lands mortgaged. *Ibid.*
Eresby. 197
Erth. 259
Eſcape. 91, 27
Eſcheat. 43, 101, 102, 128, 149, 197, 215, 249, 267, 273, 296, 324, 514, 548
Eſcot. 199, 265
Eſquire. 253
Eſſoign. 199
Eaſtham. *Ibid.*
Eſtate. 133
Eſton. 199
Eſtoppel. 241
Eſtwozdham. 200
Eſtrays. *Ibid.*
Eſtreat. 201, 266
Form of an *Eſtreat.* 202

Form

Fine. Page 6, 23, 25, 26, 52, 105, 109, 119, 120, 130, 131, 132, 135, 141, 142, 151, 152, 176, 183, 201, 203, 208, 225, 226, 227, 228, 229, 230, 231, 249, 250, 266, 291, 296, 321, 330, 365, 480, 491, 495, 500, 565, 575, 577
A Deed to levy a *Fine* in a Court of ancient Demeſne. 231
Form of a *Fine* in a Court of ancient Demeſne. 232
Fiſh. 83, 91, 103, 234, 255, 551
A Condition to reſtrain a Man from *fiſhing* on any Part of a Manor. 285
Leaſe of a *Fiſhery* and Royalty. 236
Licence to *Fiſh.* 369
Fleetwich. 50, 238
Flimſton. 238
Flotſam. 596
Fold-Courſe. 183, 238
Folk-land. 128, 238
Fonmon. 238
Forcible-Entry. *Ibid.*
Ford. 182, 239
Fore. 243
Forecloſe, 108, 210, 289
Foreſchoke. 239
Foreſt. 18, 19, 50, 57, 145, 177, 240, 253, 262, 265, 302, 592
Foreſtaller. 98
Foreſter. 145, 184
Foreſt-Service. 511
Forfeiture. 2, 15, 17, 19, 25, 26, 43, 57, 75, 105, 124, 128, 132, 141, 147, 153, 183, 200, 221, 222, 224, 226, 228, 231, 240, 241, 242, 250, 251, 252, 254, 255, 259, 268, 269, 284, 296, 297, 298, 299, 300, 302, 303, 307, 308, 309, 310, 313, 321, 328, 329, 330, 331, 363, 364, 365, 370, 371, 374, 384, 405, 418, 426, 427, 428, 445, 448, 455, 456, 468, 469, Page 475,

Page 475, 488, 499, 508, 514, 515, 523, 556, 565, 572, 577, 579, 580, 585, 587

Forgery. 242, 243

Forland. 243

Formedon. 141, 213, 243, 271, 321

Plaint in Nature of a *Formedon*. 243

Fornication. 264

Foscot. 265

Foster-land. 246

Fother. 259, 261

Fowling. 235

Condition to restrain a Man from *Fowling* on any Part of a Manor. 235

Fowls. 255

For. 262, 295, 428

Frank-almoign. 85, 215, 246, 247, 248, 249

Frank-Fee. 248, 249, 250

Frank-Marriage. 269

Frank-pledge. 250, 288, 344, 583

Frank-Tenement. 241, 250, 267, 272

Free-Bench. 11, 194, 250, 251, 585

Custom of a Manor where the Wife shall have her *Free-Bench*. 182, 183

Freehold. 128, 129, 156, 211, 240, 251, 264, 329, 406, 436, 533

Freeholder. 64, 103, 251, 293, 379, 418, 459, 488

Fugitives. 264

Fullar. 172

Furlong. 225, 252

Furnance. 156

Furthoo. 252, 265

The INDEX.

G.

Gafol. Page 252
Gafol-Gylda. *Ibid.*
Game. 96, 253, 254, 255, 256, 257, 258
Game-keeper. 253, 254, 255, 256
Deputation from the Archbiſhop of *Canterbury Game-keeper.* 257
Deputation from the Lord of the Manor to his *Game-keeper.* 258
Gaming-houſes. 93
Gates. 157
Gavel-Boyd. 259, 262
Gavel-Corn. 259
Gavel-Dung. *Ibid.*
Gavel-Erth. *Ibid.*
Gavelet. *Ibid.*
Gavel-Fother. 259, 261
Gavelikendeyes. 253, 259
Gavel-kind. 259, 260, 261, 264, 322, 424
Gavelkinders. 322
Gavel-man. 253, 261
Gavel-noht. 261
Gavel-ote. *Ibid.*
Gavel-rekter. 261, 262
Gavel-rip. 262
Gavel-rod. *Ibid.*
Gavel-Seſter. 262
Gavel-Swine. *Ibid.*
Gavel-Werk. *Ibid.*
Gavel-Wood. *Ibid.*
Geeſe. 111
Gerfalcon. 8
Geys. 50, 262

Gidding. Page 262
Gift. 293
Gilleſton. 263
Gillingham. *Ibid.*
Girls. 258
Glapton. 264
Gloceſter. *Ibid.*
Gloceſterſhire. *Ibid.*
Glove. 214
Goal. 52
Goats. 111
Goods. 240
Good-Behaviour. 71
Gower. 265
Grafton. *Ibid.*
Graiton. *Ibid.*
Grange. 266
Granges. 266, 577
Grant. 50, 106, 166, 168, 216, 217, 224, 250, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 278, 290, 291, 292, 306, 314, 324, 429, 433, 548, 556
Form of a Surrender and new *Grant.* 278
Grant of a yearly Rent to a Man and his Heirs for ever. 279
Form of a *Grant* at an *Audit.* 281
A *Grant* of *William* the Conqueror to the Anceſtors of *Hoptons.* 301
Grant of a Rent-Charge. 469
Grant of a Rent reſerved by Leaſe. 471
Grantee. 240, 271, 272, 274, 275, 277, 278, 448
Grantor. 240, 266, 271, 272, 275, 277, 529
Grava. 282
Graykock. 141, 282
Greenwich. 282
Greins-norton. *Ibid.*
Grenocle. *Ibid.*

Gressum Fines. Page 203
Grey Fur. 371
Greyhounds. 96, 253, 256
Grimscott. 265, 282
Grols. 112, 275
Growle. 254, 255
Guardian. 10, 129, 130, 131, 132, 180, 267, 282, 283, 284, 310, 374, 495
Form of Admittance by Guardian. 284
Guildford. *Ibid.*
Guild-Rents. 219
Guns. 96, 253, 256

H.

Habendum. 285, 573
Halifax. 285
Hallam. 506
Hallewimen. 286, 550
Hallingebury. 286
Hall-mote. 286, 548
Ham. 286
Hampton. 287
Hamsocne. *Ibid.*
Hand-habend. 285
Hanlegh. 287
Hannington. *Ibid.*
Hansap. 265, 288
Hardingstone, *Ibid.*
Hardwick. *Ibid.*
Hare-pipes. 253
Hares. 96, 253, 254, 255, 256, 288
Harlington. 50, 288
Harrow on the Hill. 288
Harsham. 265
Hartlepool. 289

Hartwel. Page 265
Harwood. 265, 289
Haſtings. 282, 289
Haughton. 50, 289
Hawk. 79, 294
Licence to *Hawk*. 369
Hawking. 289
Hay. 159, 289, 547
Hays. 253, 256
Hayward. 290
The Oath of the *Hayward*. *Ibid.*
Headborough. 302, 455
Head-land. 243, 290
Heath-Game. 254, 255
Hedge. 95, 184, 290, 297, 311
Hedge-bote. 75, 290
Heir. 11, 41, 70, 198, 229, 264, 271, 290, 291, 304, 464, 465, 580
Proclamation where the *Heir* is known. 441
Proclamation where the *Heir* is not known. *Ibid.*
Heifers. 210
Helmet. 548
Helleſtone. 145, 292
Hemingſton. 292
Hemp. 95
Henley. 292
Hen-rooſts. 96
Herbage. 276
Heriot. 2, 20, 141, 241, 292, 293, 294, 298, 490, 577
Condition for the paying a Sum of Money in Lieu of a *Heriot* compounded for. 294
Heriot-Cuſtom. 292, 393
Herlegh. 294
Hertring. *Ibid.*
Hexgrave. 294, 506

Heyden. Page 295
High-Street. 154, 295, 311
Hightesly. 295
Highways. 80, 94, 100, 295, 296, 297, 298, 422, 582
High-Wickham. 298, 584
Highwood. 298
Highworth. *Ibid.*
Highler. 254, 255
Hockerwood. 299, 506
Hocknorton. 298
Hodnet. 299
Hokeday. 85
Hokenorton. 298
Holicote. 50
Homage. 17, 23, 44, 81, 88, 181, 221, 263, 299, 300, 321, 503
Charge to the *Homage* Jury. 101
Honington. 300
Honour. 125, 300
The *Honour* of *Clun*. 109
——— *Grafton*. 265
——— *Hampton*. 287, 300
——— *Peveral*. 371
——— *Raleigh*. 487
——— *Tutbury*. 561
Hook. 301
Hooton. *Ibid.*
Hope. 372
Hopton. 301
A Grant of *Hopton* by *William the Conqueror*, to the Anceſtors of the antient Family of the *Hoptons*. *Ibid.*
Horn. 72, 327, 378, 443, 548, 592
Hornmede, 301
Horſe-average. 49, 302
Horſe-Colt. 300

Horse-poll. Page 549
Horses. 155, 302
Hose. 134, 292
Hounds. 74, 96
Hounslow. 303
House. 303, 310, 311, 579
House-bote. 75, 303
Hull. 303, 326
Hulcote. 265
Hundred. 265, 301, 305, 306
Hunig-Gavel. 307
Hunt. 303
Licence to *Hunt*. 369
Hunting. 103, 262, 307, 328
Husband. 130, 131, 139, 147, 150, 168, 182, 222, 223, 229, 250, 261, 303, 410, 460, 523, 540, 585, 586, 587
Husbondcranley. 50
Hutton-Hall. 307

I.

IDeot. 132, 266, 274, 307, 514
Jetsam. 496
Ignorance. 310
Impleadable. 128, 307
Implication. 285, 308
Imprisonment. 312, 242, 327, 426, 520, 569
Indictment. 345
In esse. 274
Incumbrance. 106, 308
In-average. 49, 308
Infanthefe. 308, 326, 557

Infant. Page 2, 17, 129, 130, 131, 132, 212, 266, 272, 274, 278, 282, 283, 308, 309, 310, 370, 424, 514, 530, 570, 574
Information. 33
Ingrosser. 98
Inheritance. 36, 41, 211, 250, 267, 292
Inland. 310
Inmates. 310, 311, 266
Innholders. 311
Innkeeper. 254, 255
In-penny. 176
Intruder. 10
Joinder in Demurrer. 312
Form of a *Joinder in Demurrer*, in Bar to a Declaration. 312
Joinder in Demurrer to a Plea in Bar. 313
Joint-Copyholders. 313
Jointenants. 150, 151, 273, 293, 314, 580
Jointure. 314
The Method formerly taken by a Copyholder to *Jointure* his Wife. *Ibid.*
A Surrender of Tenants to enable the Lord to make a *Jointure*, upon a Doubt in former Conveyances. 315
Letter of Attorney to enable two to surrender to Uses, by Way of *Jointure*. 319
Isleworth. 321
Issue. 203, 321
Judgment. 208, 213, 249, 321
Judgment of Matters given in *Charge*, 92 to 102
Judgment of *Prison*. 173, 312, 327, 426, 520, 569
Judgment of *Pillory*. 312, 327, 569
Jugum terrae. 321
Jury. 25, 121, 234, 321
The Oath of the *Jury* in a Baron-Court. 68
Charge to a *Jury*. 87

Precept to ſummon a *Jury* in a Court-Leet, *&c.* Page 346
Oath of the Foreman. 348
Oath of the Reſt of the *Jury*. 349
Juſtices of the Peace. 119, 135, 136, 173, 175, 235, 253, 254, 255, 296, 298, 302, 312, 321, 327, 377, 427, 436, 456, 501, 569, 582
Form of an Order on a Conſtable's not appearing at the Court to be ſworn into Office by a *Juſtice of the Peace*. 120

K.

Kelſey. 109, 322
Kempſton. 50, 322
Kent. 264, 322
Kerſey. 170, 171, 172
Kettilberſton. 322
Kibworth-Beauchamp. *Ibid.*
Kierkebi. *Ibid.*
Kighely. *Ibid.*
Kilmersdon. 323
King. 19, 20, 198, 200, 212, 217, 218, 219, 220, 247, 248, 249, 264, 303, 307, 323, 224, 325, 379, 456, 464, 468, 577
Kingeſham. 325
King's Charter. 249, 325
King's Serjeants. 265
Kingſton. 326
Kingſton upon Hull. *Ibid.*
Kingſton-Ruſſel. *Ibid.*
Kirby. *Ibid.*

L.

Labourers. Page 97, 296, 311, 327
Lady of a Manor. 256, 327
Lady's Rent. 327, 584
Lageman. 327
Lambourn. *Ibid.*
Lancadle. 238
Lancaster. 217, 219, 327
Land-Gafol. 252, 327
Landlord. 154, 157, 162, 163, 164
Langam. 327
Landow. 328
Langeberge. *Ibid.*
Lantrithid. *Ibid.*
Larceny. 90
Larder. 371, 491
Lardinary. 212
Lawless-Court. 487
Laxton. 328
Lay-Person. 247
Lease. 2, 36, 57, 125, 126, 128, 129, 133, 141, 150, 153, 163, 179, 180, 211, 212, 223, 229, 241 250, 251, 272, 276, 308, 309, 328, 330, 331, 363, 364, 365, 445, 465, 495, 555, 585
A *Lease* of a Fishery and Royalty. 236
A *Lease* of a Messuage, *&c.* and several Pieces of Land, Meadows, Pasture and Wood, and of Quit-Rent, Waifs and Strays, as the Lessor being Lord of the Manor for a Term of Years certain; and of several Fields which are Copyhold, for one Year, and so from Year to Year, for the same Term as the other. If by the Custom of the Manor the said Fields can be let after that Manner, if not, then the Lessee to hold them at Will only, rendring a different Rent for the Free-hold

hold and Copyhold; with divers particular Covenants. Page 332
A *Leaſe* of Copyhold Lands. 242
Leaſe of a Copyhold, by Virtue of a Licence. 366
Licence to let Lands, though prohibited by *Leaſe*. 368
Leaſe of ſeveral Manors, and the Courts-Leet, Liberties, Royalties, Fairs, Markets, *&c.* thereunto belonging, with ſeveral *Reddendums*, Covenants, *&c.* 380
Levered. 343
Leet. 24, 33, 80, 119, 121, 135, 154, 204, 210, 235, 296, 298, 305, 311, 321, 344, 345, 346, 421, 427, 435, 436, 575, 581
The Form of the Precept to warn the Tenants, and ſummon a Jury for a *Court-Leet.* 346
Stile of the *Court-Leet.* 347
Proclamation on opening the Court. *Ibid.*
The Manner of calling the Suitors. 348
The Oath of the Foreman of the Jury in a *Court-Leet.* *Ibid.*
The Oath of the Reſt of the Jury. 349
Proclamation before giving the Charge. *Ibid.*
The Charge in the *Court-Leet.* 87
Proclamation before the reading the Riot Act. 349
The Riot Act. 350
Proclamation after the Charge, and Riot Act. 358
The Oath of the Evidence. *Ibid.*
Proclamation for Entring Plaints. 359
The Adjournment. 10
Proclamation for calling the Court after Adjournment. 359
Proclamation on diſcharging the Court. 360
Legacy. *Ibid.*

Acknow-

Acknowledgment in Court of a *Legacy* paid. Page 5
Leiceſter. 26, 360
Leſſee. 15, 17, 36, 65, 109, 150, 153, 179, 180, 182, 211, 216, 238, 272, 273, 276, 330, 360, 580
Leſſor. 216, 249, 272, 273
Letherhead. 343
Letter of Attorney. 130, 199, 273, 360, 480
Letter of Attorney to appear at the Manor Court, to do Suit and Service to the Lord of the Manor. 32
——— to appear at a Court, and take Admittance unto Lands ſurrender'd. 45
——— to take Admittance to Copyhold Lands, and after Admittance to Surrender. *Ibid.*
——— to enable two to ſurrender to Uſes by Way of Jointure. 319
——— To enable a Stranger to ſurrender a Copyhold Eſtate into the Lord's Hands, inſtead of the Tenant, the Tenant being ſick, and unable to come to Court. 361
——— To receive Quit-Rents of a Manor, and make Diſtreſs if Occaſion. 445
——— To receive Rents. 472
Revocation of a *Letter of Attorney.* 481
Letter of Attorney to ſurrender Copyhold Lands to the Uſe of a Will. 589
Letters Patent. 218
Levari facias. 362
Form of a *Levari facias.* *Ibid.*
Lewes. 362
Leyke. 363
Licence. 20, 36, 57, 102, 104, 105, 153, 179, 180, 183, 211, 224, 242, 270, 300, 303, 309, 331, 363, 364, 365, 366, 373, 374, 495

Licence for a Tenant to let his Tenement for ſeven Years. Page 366
A Leaſe of Copyhold Lands, by Virtue of a Copy of *Licence*. *Ibid.*
Licence to let Lands, though prohibited by Leaſe. 368
Licence to Hawk, Hunt and Fiſh. 369
Lidgath. 50, 265, 370
Life. 10, 113, 128, 129, 132, 146, 212, 240, 267, 270, 272, 273, 293, 370, 480, 494, 556, 580
Ligan. 596
Limitation. 363, 370, 371, 532, 556, 585
Lincoln. 86, 370
Lindeby. 371
Lindeſhull. *Ibid.*
Liſton. *Ibid.*
Littelington. 50, 371
Lives. 371
Livery. 129, 204, 273, 371
Lodebrook. 371
London. 372
Longhope. *Ibid.*
Lop. 372, 474
Lord of a Manor. 64, 87, 88, 89, 109, 113, 124, 130, 133, 135, 137, 141, 165, 166, 168, 179, 183, 200, 212, 217, 234, 240, 241, 243, 247, 248, 249, 250, 251, 253, 254, 255, 256, 266, 267, 268, 269, 270, 271, 272, 273, 277, 282, 296, 305, 309, 314, 329, 364, 373, 374, 375, 384, 405, 418, 419, 434, 435, 445, 447, 456, 468, 480, 557, 569, 573
The *Lord's* Conſent for building a Cottage. 137
A Deputation from the *Lord of a Manor* to his Game-keeper. 258
Loſtock. 375

Low-bell. Page 253
Luffeild. 265, 375
Luffenham. 375
Lunatick. 7, 132, 266, 274, 282, 307, 375, 376, 514
Lurcher. 253, 256
Lyef-yield. 376

M.

Magna Precaria. 288, 376
Maiden-Fee. 151
Maiden-Rent. 79
Makerfield. 376
Mala. 376
Malefactors. 502
Malleswoorth. 265, 376
Malt. 376
Malt-Gavel. 377, 405
Man (Isle of) 377, 378
Mansfield. 138
Mansfield-Woodhouse. 378
Manor. 26, 49, 125, 129, 132, 134, 140, 141, 145, 153, 168, 169, 179, 181, 199, 207, 211, 216, 224, 248, 259, 265, 268, 269, 270, 271, 272, 276, 278, 314, 323, 324, 406, 478, 547
The *Manor* of *Alton*. 23
——— *Andover*. 27
——— *Aylesham*. 50
——— *Battle-Abbey*. 71
——— *Bedminster*. *Ibid*
——— *Berkholt*. 72
——— *Bilsington*. 73
——— *Boghton*. 74

The *Manor* of *Bolton.*	Page 74
——— *Bondby.*	*Ibid.*
——— *Bowden.*	75
——— *Bray.*	76
——— *Bromesgrave.*	77
——— *Builth.*	79
——— *Burg.*	80
——— *Caſtord.*	109
——— *Ceddre.*	85
——— *Chilworth.*	406
——— *Coffard.*	109
——— *Cotes.*	134
——— *Cotinton.*	*Ibid.*
——— *Creſwel.*	138
——— *Cuckwold.*	*Ibid.*
——— *Cukeney.*	*Ibid*
——— *Dinevor.*	151
——— *Eaſt-Rudham.*	176
——— *Eberſton.*	177
——— *Enborne.*	182
——— *Eresby.*	197
——— *Eſtham.*	199
——— *Eſtwordham.*	200
——— *Eton.*	203
——— *Farnham.*	214
——— *Flimſton.*	238
——— *Gates-hill.*	258
——— *Gillingham.*	263
——— *Gimmingham.*	*Ibid.*
——— *Ham.*	286
——— *Hampton.*	287
——— *Hanningdon.*	287
——— *Harrow on the Hill.*	288
——— *Hay.*	289
——— *Hertlegh.*	294
——— *Hightesly.*	295
——— *Highworth.*	298

The INDEX.

The *Manor* of *Hook.*	Page 301
——— *Hooton.*	592
——— *Hornmede.*	301
——— *Horſepoll.*	549
——— *Iſleworth.*	321
——— *Kettilberſton.*	419
——— *Kibworth-Beauchamp.*	322
——— *Kilmerſdon.*	323
——— *Kingeſham.*	325
——— *Kingſton.*	326
——— *Kingſton-Ruſſel.*	*Ibid.*
——— *Lambourn.*	327
——— *Landow.*	228
——— *Laxton.*	*Ibid*
——— *Liſton.*	371
——— *Lodebrook.*	*Ibid.*
——— *Marcroſs.*	384
——— *Marden.*	*Ibid.*
——— *Millan.*	405
——— *Milton.*	*Ibid.*
——— *Monkton.*	411
——— *Nedding.*	419
——— *Panington.*	424
——— *Plompton.*	430
——— *Pole.*	431
——— *Porcheſter.*	491
——— *Preſcot.*	432
——— *Puſey.*	443
——— *Quarenden.*	445
——— *Rodely.*	488
——— *Ryegate.*	490
——— *Schipton.*	491
——— *Scrivelby.*	493
——— *Sedgley.*	495
——— *Shewſtone.*	501
——— *Shirfield.*	502
——— *Sibertoſte.*	*Ibid.*

The *Manor* of *Skulton*. Page 502
——— *Stapton*. *Ibid.*
——— *Somerton*. 504
——— *Southwel*. 506
——— *Stockwood*. 523
——— *Terring*. 547
——— *Teynton*. *Ibid.*
——— *Thingdene*. 548
——— *Threke*. 138
——— *Thurgarton*. 549
——— *Tinmouth*. 550
——— *Tonge*. 551
——— *Tonſtal*. 552
——— *Tor*. 183
——— *Towceſter*. 554
——— *Trecaer*. 555
——— *Tregoan*. 556
——— *Tuddington*. 300
——— *Tunbridge*. 560
——— *Turlox*. 330
——— *Turroc*. 561
——— *Wadhurſt*. 574
——— *Wakefield*. 576
——— *Walſham*. 228
——— *Wareham*. 578
——— *Warfield*. *Ibid.*
——— *Wargrave*. *Ibid.*
——— *Whorlton*. 584
——— *Wimondley*. 592
——— *Workſop*. 595
——— *Wrencholm*. 596
——— *Writtel*. 597
——— *Wymble*. *Ibid.*
Leaſe of ſeveral *Manors* and Courts-Leet, Liberties, Royalties, Fairs, Markets, *&c.* thereto belonging, with ſeveral *Reddendums*, Covenants, *&c.* 380

Maple. Page 73
Marchetta. 79, 151, 384
Marcroſs. 384
Mardon. *Ibid.*
Mariſcus. *Ibid.*
Mariſton. 50, 384
Market. 322, 326, 348, 461
Marle. 384
Marriage. 139, 168, 269, 378
Form of a Settlement of a Copyhold Eſtate, in Conſideration of a *Marriage* lately had and ſolempnized, and of 3000 *l.* Portion. 385
Form of a Settlement before *Marriage*, of a Copyhold Eſtate, where, by the Cuſtom of the Manor, there is a dead Year after the Death of every Tenant, grantable in his Life-time, and the Widow enjoys the Eſtate whilſt ſhe continues chaſte, if he do not Surrender or Alien in his Life-time, with Proviſion that the Goods of the Wife ſhall remain in her own Diſpoſal, and that her Husband's Name may be made Uſe of to ſue for her Debts, but the Money to be ſecured by Truſtees to her Uſe. 398
Form of Admittance of, on a *Marriage* Settlement. 403
Marſhal. 258
St. Mary Church. 404
Maſt-time. 376
Maulden. 50, 404
Maupigynun. 9
Maxims. 66, 90, 149, 150, 154, 217, 226, 268, 325, 499, 588
Mayor. 327, 372, 446, 569, 582
Meal-Rent. 109
Mendippe-hills. 404
Menedop. 405

Werthyr-Mawr. Page 166
Weine. 405
Wete-gavel. *Ibid.*
Wiching. *Ibid.*
Wilhroom. 50, 405
Will. 219, 405
Wilton. 50
Wines. 109, 407
Winister. 455
Winute Book. 407
Form of a *Minute Book.* 407, 408
Wise-Woney. 109
Wit-Entry. 203
Witnission. 91
Wittimus. 174
Form of a *Mittimus* by a Steward. *Ibid.*
Woderata misericordia. 24, 209, 410, 411
Form of a Writ of *Moderata misericordia.* 209
Wol-Land. 411
Wolmanni. *Ibid.*
Wolso. 50
Wonkton. 411
Wonday Land. *Ibid.*
Woney. 156
Wonstraverunt. 412, 413
Wooz. 312
Woza. 413
Wozt d'Ancestoz. *Ibid.*
The Form of a Plaint in Nature of an Assise of *Mort d'Ancestor.* *Ibid.*
Wortgage. 115, 195, 415
Assignment of a Patent by Way of *Mortgage.* 37
A *Mortgage* of Copyhold Land, by Way of Covenant. 415
Wortmain. 103, 240, 247, 418
Wurder. 269

N.

Naam. Page 418
Nam. *Ibid.*
Napery. 35
Nassum Burgi. 418
Ne injuste vexes. *Ibid.*
Necessity. 419
Nedding. *Ibid.*
Needle. 286
Negligence. 310
Neighbourhood. 112
Nets. 96, 145, 253, 426
Newport. 420
Newport-Pagnel. 50, 420,
Night. 158, 420, 465
Nil debet. 142
Nominate. 71, 420
Non-age. 309, 420
Non assumpsit. 42
Non cepit. 86
Non-claim. 108, 308, 370, 420
Non compos mentis. 266, 420, 514
Non culp. 138
Non sanae Memoriae. 274, 278, 307, 420
Non-suit. 410, 411, 420
Non-user. 515
Nook. 214
Norcot. 305
Normanserols-hundred. 420
Northampton. 421
Northamptonshire. *Ibid.*
North-Elmes. 181
Notice. 130, 157, 160, 251, 329, 421
Notice on a Distress. 164
Norwood. 506
Nusance. 8, 93, 167, 421, 581

O.

Oar. Page 282
Oath. 422
——— a *Bailiff*. 51
——— a *Beadle*. 290
——— of a *Conſtable*. 120
Oath of the *Evidence* in a Court-Leet. 358
——— the *Evidence* in a Court-Baron. 69
——— of *Fealty*. 216
——— a *Hayward*. 290
——— the Foreman of a *Jury*, and *Homage* in a Court-Leet. 348
——— the Reſt of the *Jury*. 349
——— the *Jury* in Trial of Action in a Court-Baron. 69
Occupant. 422
Office. 323
Officer. 125, 253, 255
Okeham. 422
Orchard Eaſt and Weſt. 166, 423
Oſwelbeck. 423
Otterbury. *Ibid.*
Overland. 424
Overplus. 159, 162
Overſeer of the Poor. 254
Ovington. 81, 424
Out-average. 50, 424
Out-fangtheke. 326, 573
Outlaw. 266, 269, 274, 424, 514, 574
Outlawry. 198, 199
Out-peny. 176
Owelty. 405, 424
Owles. 424
Ox. 363
Oxford. 372, 424

Organg. Page 424
Orton Netheral. *Ibid.*
Oyer and Terminer. 235, 298
Oyly. 299

P

Pack-way. 582
Pallispery. 265, 424
Panington. 424
Pantler. 322
Pantry. 325, 326
Pardon. 43, 424
Parcener. 424
Parks. 125, 253, 265
Parker. 516
Parliament. 26
Paroc. 262, 425
Parol. 129, 204, 514
Parsel. 265
Parsonage. 425
Partition. 124, 313, 314, 423, 425, 578
Partridge. 96, 253, 254, 255, 256, 425
Patent. 70, 425, 514
Assignment of a *Patent* for holding Courts by Way of Mortgage. 37
Pathbew. 425
Paunage. 551, 597
Pawn. 425
Payment. 226, 227, 228, 426, 462, 465, 541
Peace. 93, 95, 520, 577
Peacocks. 91
Peers. 345
Penalty. 82
Penline. 426

Penmark. Page 238, 426
Petition. 66, 213, 684
Petition to the Juſtices of the Peace for ſetting up a Cottage on the Waſte. 136
Peverel. 264, 371, 426
Pheaſant. 96, 253, 254, 255, 256, 426
Pickering. 177
Pidgeon. 255
Pidgeon-houſe. 167, 427
Pigs. 596
Pighteſte. 428
Pillory. 243, 312, 327, 427
Piſcary. 428
Pitchley. *Ibid.*
Plaint. 6, 428, 448, 449
Proclamation for Entring of *Plaints.* 67
Plaint in Nature of a *Formedon.* 244
Plaint in Nature of an Aſſiſe of *Mort d'Anceſtor.* 413
Plea. 428, 429, 491
Non Aſſumpſit. 42
Non Cepit. 86
Non Culp. 138
Nil debet. 142
Demurrer to a *Plea* in Bar. 147
Joinder in Demurrer to a Plea in Bar. 313
Pleading. 542, 552, 553
——— concerning *Admittances.* 291, 571
——— on *Amerciaments.* 24, 427
——— of *Antient Demeſne.* 23, 27, 76, 77, 178, 263, 287
——— concerning *Attachments.* 493, 494
——— on *By-Laws.* 81, 181, 505
——— of *Common.* 184
——— *Contempt.* 230
——— on the *Courteſy of England.* 139
——— concerning *Eſtrays.* 425

Pleading of *Fee-Farm Rents of the Crown.* Page 220, 221
——— of *Gavelkind.* 261
——— concerning *Guardians.* 282
——— of *Licences.* 180, 365
——— of *Preſcription.* 430, 433
——— on *Preſentments.* 25
——— of *Reverſions.* 429
——— of *Seiſin.* *Ibid.*
——— of *Surrenders.* 430, 531
——— of *Tenures, Cuſtoms,* &c. of *Manors,* 23, 27, 74, 76, 77, 140, 178, 263, 276, 282, 287, 289, 429, 432, 434, 478, 495, 501, 502, 505, 533, 567
——— concerning *Toll.* 287, 375
Pledge. 65, 430
Plompton. 430
Plough-Land. 296, 297, 430
Plough-Share. 74
Pole. 431
Pollard. 431
Pottor-hill. 50, 431
Poyt-Reve. 72, 203, 268, 431, 446
Poſſe manerii. 448
Poſſeſſio fratris. 431
Poſſeſſion. 131, 432
A Precept to deliver *Poſſeſſion* on a Recovery. 455
Potterſpery. 265, 432
Poultry. 255
Pound. 92, 103, 157
Pound-Breach. 162
Prebendary. 134
Preſcot. 432
Preſcription. 113, 223, 229, 247, 261, 323, 430, 433, 434, 516, 555, 556

Presentment. Page 23, 44, 181, 221, 235, 296, 299, 302, 321, 345, 359, 415, 419, 434, 435, 457, 469, 581
Method of delivering a *Presentment.* 359
Presentment that several Copyhold Lands were infranchised by the Lord. 189
Form of a *Presentment.* 436
Form of a Special *Presentment,* pursuant to an Order made at a Court-Leet. 439
Pride-Gavel. 488
Prime-way. 582
Principal. 43, 44, 440
Prison. 173, 312, 327, 426, 440, 520, 569
Privileges.
Privilege of *Antient Demesne.* 26
——— of *Bath.* 71
——— of *Hallifax.* 285
——— of *Infanthef.* 308, 326, 557
——— of *Kigheley.* 322
——— of *Kingstone.* 326
——— of *Lincoln.* 370
——— of *Normancross-hundred.* 420
——— of *Ormesby.* 423
——— of *Sac.* 327, 491, 557
——— of *Soc.* 327, 503, 557
——— of *Tath.* 540
——— of *Theam.* 548, 557
——— of *Thol.* 549, 557
——— of *Torkesey.* 554
——— of *Truro.* 557
——— of *Turroc.* 561
——— of *Utfanthefe.* 326, 572
Prochein Amy. 3, 132, 441
Proclamation. 108, 200, 209, 308, 310, 441
Proclamation for opening a *Court-Leet.* 347
——— before the *Charge* is given. 349
——— before the *Riot Act* is read. *Ibid.*
——— after the *Charge* and *Riot Act.* 358

Proclamation for *adjourning* the Court. Page 10
——— for opening the Court after Adjournment. 359
——— for opening a *Court-Baron.* 67
——— for entring Plaints. *Ibid.* 359
——— when the *Jury* is brought to the Bar. 68
——— on *diſcharging* the Court. 360
——— where the *Heir* is known. 441
——— where the *Heir* is not known. *Ibid.*
Entry of the *Proclamation* in the *Court-Roll.* 442
Warrant to ſeiſe Copyhold Lands, for not taking them up after three *Proclamations.* 442
Return of the Warrant. 443
Prohibition. 7, 456
Proof. 129, 192, 250, 443
Purchaſer. 218, 223
Purſes. 541
Purſuit. 91, 92
Puſey. 443

Q.

Qualification. 253, 443
Quantum meruit. 443
Declaration on a *Quantum meruit.* 444
Quarentena. 445
Quinton. 265, 445
Quit-Rent. 445
Letter of Attorney to receive *Quit-Rents* of a Manor, and make Diſtreſs if Occaſion. 445
Quo warranto. 446, 447

The INDEX.

R.

Railing. Page 447
Raleigh. 487
Rape. 363
Real. 6, 133, 447
Receipt. 162
Receiver. 220, 514
Receiver General. 126
Recognition. 3, 447
Recognisance. 447, 520
Recompence. 448
Recovery. 57, 248, 249, 304, 448, 539
A Deed to suffer a *Recovery* in a Court-Baron, by *Plaint.* 449
Form of a *Recovery* of Copyhold Lands on a Disseisin. 450
A Precept to deliver Possession on a *Recovery.* 455
Form of a *Recovery* in Nature of a Writ of *Right Patent.* 485
Recusant. 455
Reeve. 456, 533
Oath of a *Reeve.* 290
Refusal. 456
Refuser. 516
Regrator. 99
Release. 152, 313, 456
Release of a Copyhold Estate. 457
Relief. 432, 459, 460
Relief-Custom. 459
Relief-Service. *Ibid.*
Remainder. 48, 217, 283, 291, 370, 460, 461
Renglas. 461

Rent. Page 2, 6, 13, 24, 49, 114, 147, 154, 155, 157, 158, 159, 160, 163, 241, 248, 251, 252, 259, 275, 309, 310, 323, 329, 330, 364, 419, 456, 457, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 475, 478, 503, 541, 577
Declaration for Arrears of *Rent.* 34
Grant of a yearly *Rent* to a Man and his Heirs for ever. 279
Grant of a *Rent-charge.* 469
Grant of *Rent* reſerved by Leaſe. 470
Letter of Attorney to receive *Rent.* 472
Warrant to diſtrain for Copyhold *Rent.* 474
Rent-Ale. 261
Black-Rent. 376
Caſtle-Gard-Rents. 219
Rent-Charge. 170, 106, 461, 462, 478
Chauntry-Rents. 219
Chief Rent. 469
Corn-Rent. 259
Fee-Farm Rent. 217, 219, 221
Fee-Farm Rents of the Crown. 217, 218, 219, 220
Rent-Fodder. 261
Guild-Rents. 219
Rent-Hogs. 262
Rent-Honey. 301
Lady's Rent. 584
Maiden-Rent. 79
Malt-Rent. 377
Meal-Rent. 109
Rent-Meat. 405
Rent-Oats. 261
Quit-Rent. 445
Rent-Seck. 170, 219, 461, 492, 469
Rent-Service. 154, 170, 219, 461
Rent of Ward and Caſtle-Gard Silver. 70, 80, 147, 213

Were

Were-Gavel. Page 583
White-Rent. 376, 445
Rent-Work. 561
Repair. 445, 474, 475
Replevin. 158, 161, 310, 475
Form of a *Replevin* in a Court-Baron. 476
Condition of a Bond to the Steward, on granting a *Replevin.* *Ibid.*
Replication. 477
Form of a *Replication.* *Ibid.*
Reputation. 380, 406, 407, 478
Rerum Natura. 275
Rescue. 91, 93, 154, 159, 478, 541
Reserve. 251, 478
Resiant. 344, 478
Reversion. 48, 49, 70, 145, 166, 169, 212, 218, 273, 274, 329, 331, 364, 371, 429, 431, 365, 468, 479, 480, 580.
Revocation. 360, 480
Revocation of a Letter of Attorney. 481
Rigemond. 50
Right-Close. 207, 231, 263, 481
Form of the *Writ.* 482
Form of Entry when such *Writ* is brought into Court. *Ibid.*
Proceedings on the *Writ.* 484
Right-Patent. 31, 208, 485
Form of a Recovery in Nature of a Writ of *Right-Patent,* 485
Riot. 93, 350, 487
Ringewode. 182, 487
Rip-Silver. 362, 487
Rochford. 487
Rod. 74
Rodely. 488
Rod-Gavel. 547
Rod-Land. 488

Roll. Page 82, 203, 242, 488
Form of a *Court-Roll.* 489
Romney-Marsh. 565
Rood. 265
Roses. 552
Rout. 93
Ruddestrip. 265, 490
Rule. 66, 90, 149, 150, 154, 217, 226, 268, 328
Rychiche. 184
Rye. 289
Rye-gate. 490

S.

SAC. 327, 491, 557
Sacrilege. 91
Sale. 159, 491
Bill of *Sale* of Goods levied by *Fieri facias.* 72
Salford. 50
Sand-Gavel. 488, 491
Satisfaction. 467, 491
Acknowledgment of *Satisfaction* on a Conditional Surrender. 4
Sawcey. 265
Scepter. 419, 214
Scold. 95, 421
A Precept to bring a *Scold* to be tried at a Court-Leet. 492
Scrivelby. 493
Seal. 90, 171, 243
Secundum consuetudinem Curiae. 493
Secundum consuetudinem Manerii. 494, 495
Seigniories. 139, 267, 269
Seigniory. 16, 17, 240, 496

Seiſe. Page 292, 293
Warrant to *ſeiſe* Copyhold Lands, for not taking them up after three Proclamations. 442
Warrant to *ſeiſe* a Copyhold Tenant's Lands for not doing Suit. 524
Seiſin. 429
Seiſin of Rent. 462
Selewode. 184
Selion. 496
Sell. *Ibid.*
Serjeanty. *Ibid.*
Service. 20, 24, 48, 102, 139, 141, 145, 154, 503, 577
Service of *Averland.* 49
——— *Battle-Abby.* 71
——— *Biſhops-Caſtle.* 73
——— *Brayles.* 76
——— *Forland.* 243
——— *Foſter.* 246
——— *Gavel-Dung.* 259
——— *Gavel-Erth.* *Ibid.*
——— *Gavel-Rip.* 260
——— *Telworc.* 540
——— *Terring.* 547
——— *Thurgarton.* 549
Weadiſh Service. 262
Seſſion. 33, 135, 137, 175
Setting-Dogs. 253, 256
Settlement.
Form of a *Settlement* of a Copyhold Eſtate, in Conſideration of a Marriage lately had and ſolemniſed, and of 3000 *l.* Portion. 385
Form of a *Settlement* before Marriage of a Copyhold Eſtate, where, by the Cuſtom of the Manor, there is a dead Year after the Death of every Tenant, grantable by the Tenant in his Life-time, and the Widow enjoys the Eſtate whilſt ſhe continues chaſte, if he does not ſurren-

ſurrender or alien it in his Life, with Proviſion that the Goods of the Wife ſhall remain in her own Diſpoſal, and that her Husband's Name may be made uſe of to ſue for her Debts, but the Money to be ſecured by Truſtees to her Uſe. Page 398
Admittance on a Marriage *Settlement*. 403
Severance. 268, 314, 497
Sewers. 497
Sextary-Land. 498
Shacke. 498, 499, 500
Shakton. 326
Shaw. 501
Shawe. *Ibid.*
Sheffoyd. 50
Shenley. 265
Shewſtone. 501
Shearman. 172
Sherwood. 18
Shirefeld. 502
Shitlington. 50
Shittle-anger. 265
Shoreſley. *Ibid.*
Shortford. 210, 502
Shrewsbury. 502
Sibertoſte. *Ibid.*
Singelton. *Ibid.*
Skulton. *Ibid.*
Slapton. *Ibid.*
Slopton. 267
Snares. 253
Sneilsoo. 265
Soc. 327, 503, 557
Socage. 217, 263, 283, 432, 503, 504, 512
Soil. 504, 557
Soldier. 253, 255, 504
Solinus Terrae. 504
Somerton. *Ibid.*

Sookland. Page 506, 574
Son. 241
Southwark. 58
Southwel. 18, 506
Spinſter. 172
Stadium. 510
Stagnum. *Ibid.*
Stakes. 104
Stamford. 510
Stamp. 511
Stanhope. *Ibid.*
Stanlake. 512
Staplehurſt. *Ibid.*
Statute. 129, 201, 207, 267, 269, 512
Magna Charta, cap. 10. 418
——— *cap.* 14. 409
——— *cap.* 35. 210, 345.
31 *Hen.* 3. 99
51 *Hen.* 3. 100
Merton, cap. 1. 169
——— *cap.* 10. 44
Marlebridge, cap. 10. 210
Stat. of *Glouceſter, cap.* [illegible] 580
7 *Edw.* 1. *cap.* 36. 247
18 *Edw.* 1. *cap.* 1. *Ibid.*
20 *Edw.* 1. 580
10 *Edw.* 2. *cap.* 1. 240
Stat. of *Weſtminſter,* 2, *cap.* 1. 140, 190, 243
17 *Edw.* 2. *cap.* 16. 264
14 *Edw.* 3. *cap.* 9. 305, 344
31 *Edw.* 3. *cap.* 15. 345
13 *Rich.* 2. *cap.* 8. 568
8 *Hen.* 6. *cap.* 9. 238, 239
11 *Hen.* 6. *cap.* 5. 580
4 *Edw.* 4. *cap.* 1. 170, 171, 172, 173
12 *Edw.* 4. *cap.* 8. 569
4 *Hen.* 7. *cap.* 24. 230
11 *Hen.* 7. *cap.* 20. 304
14 & 15 *Hen.* 8. *cap.* 10. 288
27 *Hen.* 8.

27 *Hen.* 8. *cap.* 10.	Page 314
31 *Hen.* 8. *cap.* 1.	*Ibid.*
32 *Hen.* 8. *cap.* 13.	175, 302
——— *cap.* 28.	331
——— *cap.* 32.	314
——— *cap.* 34.	114, 331, 479
33 *Hen.* 8. *cap.* 9.	93
——— *cap.* 17.	95
——— *cap.* 38.	265
34 *Hen.* 8. *cap.* 34.	114
37 *Hen.* 8. *cap.* 2.	303
1 *Edw.* 6. *cap.* 14.	323
2 *Edw.* 6. *cap.* 8.	328
2 & 3 *Edw.* 6. *cap.* 10.	376
——— *cap.* 15.	97, 327, 569,
1 & 2 *Ph.* & *M.* *cap.* 12.	158
2 & 3 *Ph.* & *M.* *cap.* 8.	100, 295
1 *Eliz.* *cap.* 17.	99, 234, 519
5 *Eliz.* *cap.* 4.	153
——— *cap.* 13.	94, 297
——— *cap.* 14.	242
13 *Eliz.* *cap.* 7.	52
——— *cap.* 10.	141
18 *Eliz.* *cap.* 6.	466
——— *cap.* 10.	94, 297, 298
23 *Eliz.* *cap.* 10.	96, 426
31 *Eliz.* *cap.* 5.	33
——— *cap.* 7.	8, 100, 135
35 *Eliz.* *cap.* 2.	455
1 *Jac.* 1. *cap.* 22.	198
——— *cap.* 5.	519
7 *Jac.* 1. *cap.* 21.	323
21 *Jac.* 1. *cap.* 15.	238
——— *cap.* 16.	243
——— *cap.* 19.	52
——— *cap.* 21.	97, 311
12 *Car.* 2. *cap.* 24.	283, 309, 543
13 *Car.* 2. *cap.* 4.	125

22 *Car.* 2. *cap* 6. Page 217
——— *cap.* 7. 125
22 & 23 *Car.* 2. *cap.* 19. 87, 570
——— *cap.* 25. 253
23 *Car.* 2. *cap.* 24. 219
25 *Car.* 2. *cap.* 3. 126
1 *Jac.* 2. *cap.* 9. *Ibid.*
——— *cap.* 17. 570
2 *W.* & *M. Seſſ.* 1. *cap.* 5. 158, 160
3 & 4 *W.* & *M. cap.* 12. 94
4 & 5 *W.* & *M. cap.* 13. 253
4 & 5 *W.* 3. *cap.* 23. 96
7 & 8 *W.* 3. *cap.* 29. 430
——— *cap.* 37. 247
4 & 5 *Ann. cap.* 16. 49
5 *Ann. cap.* 14. 96, 255, 256
7 *Ann. cap.* 10. 497
——— *cap.* 12. 156
8 *Ann. cap.* 14. 163
9 *Ann. cap.* 20. 446
——— *cap.* 25. 96, 255, 256
10 *Ann. cap.* 18. 221
12 *Ann. cap.* 2. 511
——— *cap.* 22. 126
1 *Geo.* 1. *cap.* 3. 255
——— *cap.* 5. 93, 350
3 *Geo.* 1. *cap.* 11. 96, 256
8 *Geo.* 1. *cap.* 19. 96
9 *Geo.* 1. *cap.* 29. 129
4 *Geo.* 2. *cap.* 28. 469
Statute-Merchant. 165
Statute-Staple. 211, 512
Steward. 28, 64, 65, 66, 70, 81, 82, 119, 120, 121, 130, 135, 148, 175, 183, 197, 201, 223, 230, 234, 296, 298, 302, 321, 344, 345, 373, 375, 376, 434, 488, 501, 512, 513, 514, 515, 516, 517, 569, 570, 582
Form of a *Steward's* Patent. 518

Warrant to indemnify the Adminiſtrators of a late *Steward*, on their delivering up the Court-Books. Page 519
Warrant to bring an Offender before the *Steward*. 174
The *Steward*'s Mittimus thereon. *Ibid.*
Steward's Fees in the Court-Baron for taking and paſſing Eſtates. 521
Steward's Fees in the Court-Baron for Trial of Actions. 522
Where the *Steward* has Power to make Proceſs on Information to cauſe the Offender to appear before him. 173
Steward's Power to determine Offences on Information. 377
Where the *Steward* may take Recognizance for keeping the Peace. 520
Steward's Power to commit to Priſon. 173, 312, 327, 426, 520, 569
——— Power to give Sentence of the Pillory. 312, 327, 569
Stewkley. 50
Stile.
Stile of the Court-Leet. 346
—— of the Court-Baron. 66
Stipingley. 50
Stocks. 92
Stockwood. 523
Stoke. 265
Stone-Houſe. 302
Stranger. 113
Streat. 171, 172
Stirrup. 307
Succeſſor. 71, 73, 141, 212, 246, 247, 523
Sufferance. 10, 271, 523
Suit. 24, 89, 101, 147, 523
Letter of Attorney to appear at the Manor Court to do *Suit* and Service to the Lord of the Manor. 32

Warrant

Warrant to seise a Copyhold Tenant's Lands for not doing *Suit*. Page 524
Suitor. 121, 230
Suit-Roll. 526
Form of a *Suit-Roll*. *Ibid.*
Summons. *Ibid.*
Summons to appear at a Court-Baron. 31
Precept to *summons* the Defendant to appear to a Writ of Right Patent. *Ibid.*
Sunday. 27
Supersedeas. 527
Form of a *Supersedeas* in a Court-Baron. *Ibid.*
Superstitious Uses. 325
Surrender. 2, 6, 7, 17, 20, 21, 44, 49, 57, 64, 70, 87, 105, 114, 124, 129, 145, 151, 152, 166, 182, 222, 228, 229, 273, 274, 275, 290, 291, 294, 299, 303, 308, 313, 314, 321, 324, 329, 370, 373, 415, 424, 430, 434, 435, 457, 460, 494, 513, 517, 527, 528, 529, 530, 531, 532, 533, 539, 548, 568, 570, 573, 586, 587, 588
Acknowledgment of Satisfaction on a Conditional *Surrender*. 4
Surrender of a Copyhold Estate, held for Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity payable during Life, by Way of Assignment. 28
Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to *surrender*. 45
A Condition that one is seised of Copyhold Lands mortgaged, and that he will pay the Money due on the *Surrender*. 115
Condition to *surrender* Copyhold Lands, whereunto the Obligor is admitted in Trust for the Obligee. 116
Form of a *Surrender* on Condition, 117
A Deputation of a Steward to take a *Surrender*, and examine a Feme Covert. 223

Surrender and new Grant. Page 278
Surrender of Tenants to enable the Lord to make a Jointure, upon a Doubt in former Conveyances. 315
Letter of Attorney to enable two to *ſurrender* to Uſes by Way of Jointure. 319
Letter of Attorney to enable a Stranger to *ſurrender* a Copyhold Eſtate into the Lord's Hands, inſtead of the Tenant, the Tenant being ſick, and not able to come to Court. 361
Surrender of a Copyhold Eſtate held by a Widowhood and one Life, out of Court, in order to take a new Eſtate in the Premiſſes by Leaſe. 534
Surrender of Lands out of Court, into the Hands of Cuſtomary Tenants. 536
Method of taking a *Surrender* in Court. *Ibid.*
Surrender and Remiſe of Lands made in Court before the Steward, after the Examination of the Wife. 537
Surrender of a Leaſehold Eſtate by Way of Indorſement. 538
Letter of Attorney to *ſurrender* Copyhold Lands to the Uſe of a Will. 589
Surrender to the Uſe of a Will. 591
Surveyor. 295, 296, 298, 538
Survivor. 100, 293, 294, 329, 538
Suſpend. 539
Suſanna. *Ibid.*
Swainmote. 425
Swans. 91, 200
Swanburne. 50
Swanſey. 265, 539
Swart-Money. 371
Swilling-Land. 539
Swine. 111
Swine-Gavel. 262, 539

Swine-Money. Page 262, 539
Swine-paneges. *Ibid.*
Sword. 431, 448

T.

TAIL. 57, 132, 140, 146, 149, 152, 212, 220, 267, 272, 321, 539
Tanner. 98
Target. 138
Tath. 540
Taunton. *Ibid.*
Tares. 26, 252, 541
Team. 296, 297, 540, 548
Teddesley. 106
Tellwork. 540
Tenant. 11, 26, 64, 65, 89, 101 *to* 106, 109, 110, 124, 130, 133, 157, 167, 168, 214, 223, 225, 227, 241, 243, 262, 293, 294, 378, 384, 405, 410, 412, 419, 540, 565
Tenant in *Antient Demesne.* 26, 249
——— of *Averland.* 49
——— in *Common.* 149
——— by *Copy of Court-Roll.* 132
——— by *Curtesy.* 139, 267, 580
——— in *Dower.* 580
——— by *Elegit.* 113, 239
——— in *Fee.* 113, 128
Jointenant. 150, 151, 273, 314, 580
Tenant for *Life.* 113, 212, 240, 267, 272, 580
——— by *Statute-Merchant.* 239
——— by *Statute-Staple.* *Ibid.*
——— in *Tail.* 128, 212, 220, 271
Wealdish Tenant. 376

The INDEX.

Tenant at *Will.* Page 10, 48, 113, 153, 267, 592
——— for *Years* 113, 212, 239, 267, 580
Tender. 130, 131, 161, 541, 542.
Tenure. 25, 215, 227, 275, 314, 459, 542, 547
Mr. *Madox*'s Obſervations on the Statute of *Tenures.* 543
The *Tenure* of *Acton.* 8
——— *Addington.* 9
——— *Alredale.* 22
——— *Aſhele.* 35
——— *Bakton.* 52
——— *Bar.* 57
——— *Beckingtree.* 71
——— *Benham.* 72
——— *Bilſington.* 73
——— *Boghton.* 74
——— *Brodeham.* 77
——— *Broughton.* 79
——— *Bulewel.* *Ibid.*
——— *Burdelois.* 502
——— *Burdos.* *Ibid.*
——— *Bures.* 79
——— *Carleton.* 85
——— *Chenes.* 106
——— *Cotes.* 134
——— *Cotinton.* *Ibid.*
——— *Creſwel.* 138
——— *Cuckwold.* *Ibid.*
——— *Degemue.* 145
——— *Droſcumbe.* 175
——— *Eggefeild.* 178
——— *Enfeild.* 184
——— *Eſtham.* 199
——— *Eſton.* *Ibid.*
——— *Eſtwordham.* 200
——— *Eton.* 203

The

The Tenure of *Exmore.*	Page 210
——— *Eyſtan.*	212
——— *Farnham.*	214
——— *Frank-almoign.*	248
——— *Gates-hill.*	258
——— *Gidding.*	262
——— *Gimmingham.*	263
——— *Glapton.*	264
——— *Glenocle.*	282
——— *Hallingebury.*	286
——— *Hanlegh.*	287
——— *Hemingſton.*	292
——— *Henley.*	*Ibid.*
——— *Hertley.*	294
——— *Hertrug.*	*Ibid.*
——— *Heyden.*	295
——— *Highteſly.*	*Ibid.*
——— *Hocknorton.*	298
——— *Hodnett.*	299
——— *Hutton-Hall.*	307
——— *Kibworth-Beauchamp.*	322
——— *Kierkebi.*	*Ibid.*
——— *Kingſham.*	325
——— *Kingſton-Ruſſel.*	326
——— *Lambourn.*	327
——— *Lancaſter.*	*Ibid.*
——— *Laxton.*	328
——— *Ledered.*	343
——— *Letherhead.*	*Ibid.*
——— *Lindeby.*	371
——— *Lindeſhull.*	*Ibid.*
——— *Liſton.*	*Ibid.*
——— *Luffenham.*	375
——— *Iſle of Man.*	377
——— *Marden.*	384
——— *Nedding.*	419
——— *Newport.*	420

The Tenure of *Owrest*. Page 424
——— *Pitchley*. 428
——— *Plompton*. 430
——— *Puſey*. 443
——— *Schipton*. 491
——— *Scrivelby*. 493
——— *Shirefeld*. 502
——— *Sibertoſte*. *Ibid.*
——— *Singelton*. *Ibid.*
——— *Skulton*. *Ibid.*
——— *Slapton*. *Ibid.*
——— in *Socage*. 503
——— *Teynton*. 547
——— *Upminſter*. 572
——— *Wimondley*. 592
——— *Workſop*. 595
——— *Wrencholm*. 596
——— *Wymble*. 597
Terring. 547
Terris Cultis. 167
Teſtificandum. 547, 593
Teynton. 547
Thane. *Ibid.*
Theam. 548, 557
Thingdene. 548
Things of Continuance. 277
Thol. 549, 557
Thorp. 549
Threke. 138, 549
Tiffeild. 265
Tikforth. 50
Tillage. 259
Timber. 105, 130, 384, 445, 474, 475, 489, 490, 550
Warrant to aſſign *Timber*. 37
Tinmouth. 550
Tithes. 284, 551

Tithingman. Page 540, 551
Todington. 50
Toll. 26, 287, 375, 551, 554
Tolt. 551
Tonge. *Ibid.*
Tonftal. 552
Tools. 156, 290, 296
Top. 75, 474, 554
Tor. 183, 554
Torkeſey. 554
Toſſetour. 265
Towceſtor. 554
Towel. 295
Trades. 33, 155, 156
Tramels. 253
Traverſe. 430, 436, 554
Treaſon. 90, 91, 198, 310
Trecaer. 555
Trees. 7, 297, 429, 474, 475, 555, 557, 592
Tregoan. 556
Treſpaſs. 133, 557, 558
Tribute. 252
Trover. 65
Truro. 557
Truſt. 86, 218
Declaration of *Truſt* upon admitting two Lives into a Copyhold. 558
Condition to ſurrender Copyhold Lands, whereunto the Obligor is admitted in *Truſt* for the Obligee. 116
Tuddington. 300
Tumbril. 92
Tunbridge. 560
Tunnel. 256
Turlor. 830
Turroc. 561
Tutbury. *Ibid.*
The Proceſſion of the Muſick-Court. *Ibid.*

The

The Manner of holding the Court. Page 562, 563
The Manner of chooſing the King of Muſick. 563
The Manner of turning out the Bull. 564
Twysket. 565

V.

Value. 158, 204, 205, 229, 410, 565
Venditioni Exponas. 565
Form of a *Venditioni Exponas.* 566
Venire Facias. 68, 567
Form of a *Venire Facias.* 567
Venue. 567, 578
Verdict. 269, 567, 569
Verge. 200, 239, 568
Vicinage. 112, 568
Victuallers. 96, 254, 568
Who are accounted *Victuallers.* 569
Uncertainty. 277
Under-Bailiff. 264
Under-Leaſe. 36, 364, 570
Under-Leſſee. 550, 570
Under-Steward. 570
Warrant from a Steward to his *Under-Steward.* 571
Underwood. 275, 276, 571
Voyda. 298
Upminſter. 572
Upton. 506
Urchinfeld. 572
Uſage. 365, 573

Use. Page 132, 152, 314, 325, 573
Letter of Attorney to enable two to surrender to *Uses* by Way of Jointure. 319
Usurp'd Title. 270
Utfangthefe. 326, 573
Utland. 573

W.

Wadhurſt. 574
Wafers. 371
Wager of Law. 24, 574
Who may *wage Law.* 574, 575
Who may not *wage Law.* *Ibid.*
Oath of the Defendant. 576
Oath of the Compurgators. *Ibid.*
Wages. 172, 173
Waifs. 575
Wakefield. 15, 575
Walſham. 228
Walton. 549, 577
War. 577
Ward. 70, 147
Warden. 50
Ward-Staff. 327
Wareland. 578
Warfeild. *Ibid.*
Wargrave. *Ibid.*
Warning. 310, 579
Warrant. 201, 253, 254
Warrant of Attorney to appear. 32
—— to aſſign Timber. 37
—— to bring an Offender before the Steward. 174

The INDEX.

Warrant on an Eſtreat. Page 202
——— to ſeiſe Copyhold Lands, for not taking them up after three Proclamations. 442
Return of the *Warrant*. 443
Warrant to diſtrain for Copyhold Rents. 474
——— from a Steward to his Under-Steward. 571
Warren. 253, 287, 322
Waſte. 8, 15, 17, 18, 26, 75, 103, 113, 124, 136, 147, 153, 240, 241, 250, 276, 284, 303, 370, 579
Way. 94, 101, 132, 211, 581, 582
High-Way. 582
Pack-Way. *Ibid.*
Prime-Way. *Ibid.*
Weadiſh-Services. 262
Weaver. 172
Weights and Meaſures. 97, 582
Wells. 583
Were. *Ibid.*
Were-Gavel. *Ibid.*
Weſtgate. *Ibid.*
Weſthorpe. *Ibid.*
Weſtoning. 50
Weſt-Orchard. 168, 423
Whaddon. 265
White-Books. 109
White-hart-Silver. 583
White-Rent. 376, 445, 583
Whittleſea. 83, 583, 584
Whittlewood. 265
Wholton. 584
Whores. 502
Wicomb. 584
Widow. 11, 53, 165, 168, 182, 250, 251, 264, 329, 364, 377, 523, 585, 586

Wife.

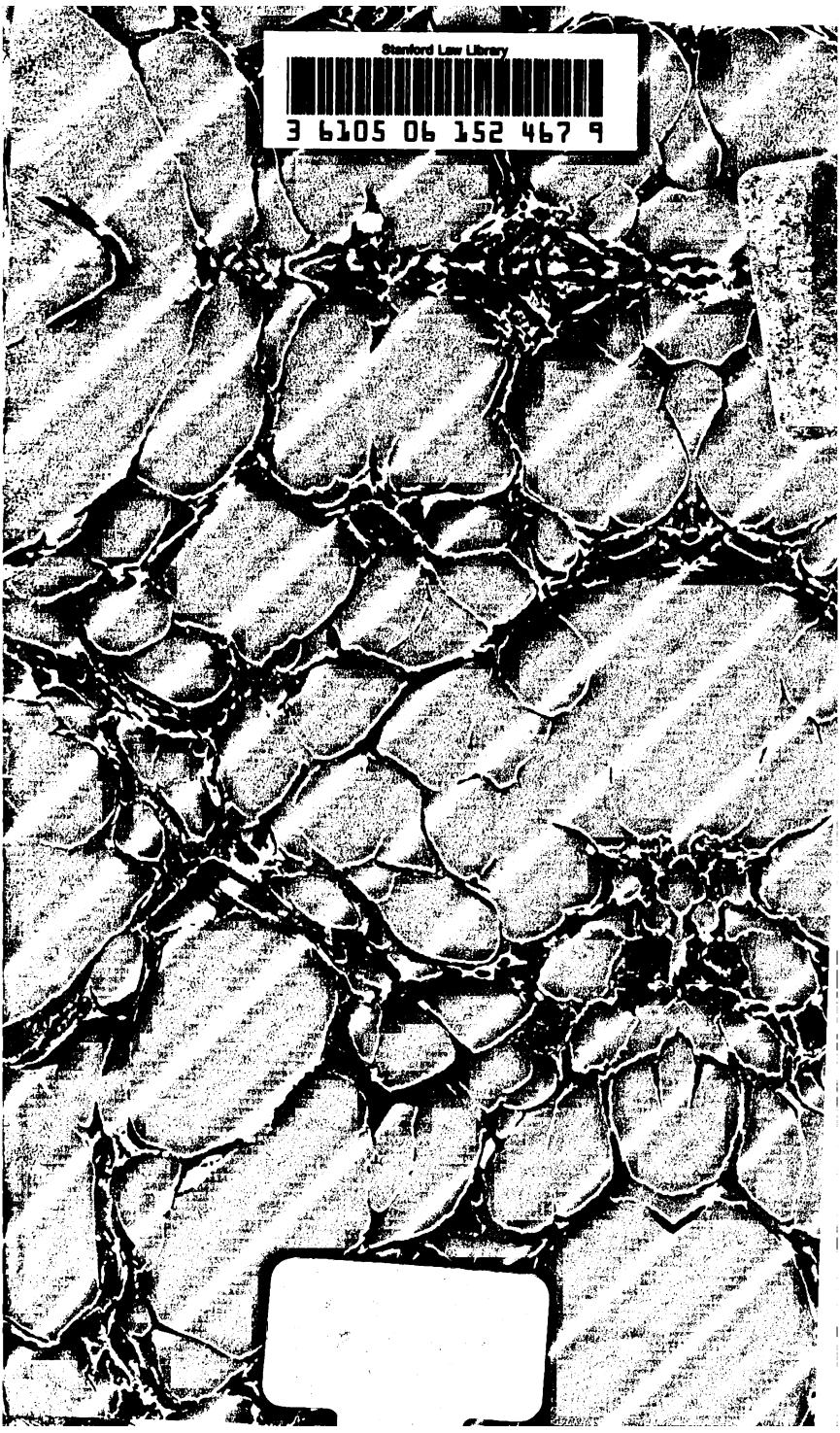
Wife. Page 139, 150, 152, 168, 169, 182, 199, 222, 229, 261, 269, 285, 303, 304, 364, 377, 460, 461, 509, 537, 540, 573, 586, 587
Isle of Wight, 182
Will. 10, 113, 129, 132, 151, 152, 153, 165, 166, 169, 222, 275, 293, 308, 314, 323, 361, 433, 480, 587, 588
Letter of Attorney to surrender to the Use of a *Will.* 589
Surrender to Use of a *Will.* 590
The finding the Death of a Tenant, a Surrender to the Use of his *Will* with Admission of the Tenant. 591
Tenant at *Will.* 10, 48, 113, 153, 267 592
Wiken. 265
Wimberly. *Ibid.*
Wimondley. 592
Winchelsea. 289
Winchester. 466, 592
Wind. 474
Windows. 156
Wine. 138
Wirrol. 592
Wishamsted. 50
Wit. 592
Wita. *Ibid.*
Witness. *Ibid.*
Subpœna for *Witnesses.* 593
Wolf. 262, 295, 428
Wolf-hunt-land. 378
Woman. 264, 345, 593
Wooburne. 50
Wood. 276, 282, 557, 593
Wooden. 265
Wood-Gavel. 262, 593
Wood-lade. 262
Wood-lode. *Ibid.*

Wood-Reeve. Page 594
Inſtructions by the Archbiſhop of *Canterbury* to his *Wood-Reeve* of *Norwood.* 514
Deputation of a *Wood-Reeve.* 595
Woodward. 177
Wooton. 50, 265
Worcester. 141
Work. 200
Workland. 595
Workſop. *Ibid.*
Wreck. 326, 596, 598
Writs. 182
Writ of *Executione Judicii.* 208
—— of *Exoneratione Sectæ ad Curiam.* 210
—— of *Moderata Miſericordia.* 409
—— of *Right Cloſe.* 482

Y.

Yard-land. 214, 597
Yardley. 265
Year. 10, 36, 113, 128, 146, 153, 212, 265, 269, 293, 365, 433
Year and a Day. 169, 239, 596, 597
Year, Day and Waſte. 27, 102, 264, 598

The End.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